United States Treaties and Other International Agreements

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United States Treaties and Other International Agreements

VOLUME 32

IN FIVE PARTS

Part 3

1979–1980

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The Act approved September 23, 1950, Ch. 1001, § 2, 64 Stat. 979, 1 U.S.C. § 112a, provides in part as follows:

". . . United States Treaties and Other International Agreements shall be legal evidence of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and agreements, therein contained, in all the courts of the United States, the several States, and the Territories and insular possessions of the United States."

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CANADA

Transboundary Air Pollution

Memorandum of intent signed at Washington August 5, 1980;
Entered into force August 5, 1980.

MEMORANDUM OF INTENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF CANADA
CONCERNING TRANSBOUNDARY AIR POLLUTION

The Government of the United States of America and the Government of Canada,

Share a concern about actual and potential damage resulting from transboundary air pollution, (which is the short and long range transport of air pollutants between their countries), including the already serious problem of acid rain;

Recognize this is an important and urgent bilateral problem as it involves the flow of air pollutants in both directions across the international boundary, especially the long range transport of air pollutants;

Share also a common determination to combat transboundary air pollution in keeping with their existing international rights, obligations, commitments and cooperative practices, including those set forth in the 1909 Boundary Waters Treaty,[1] the 1972 Stockholm Declaration on the Human Environment,[2] the 1978 Great Lakes Water Quality Agreement,[3] and the 1979 ECE Convention on Long Range Transboundary Air Pollution;[4]

[1] TS 548; 36 Stat. 2448.
[2] *Department of State Bulletin*, July 24, 1972, p. 116.
[3] TIAS 9257; 30 UST 1383.
[4] Not yet in force.

Undertook in July 1979 to develop a bilateral cooperative agreement on air quality which would deal effectively with transboundary air pollution;

Are resolved as a matter of priority both to improve scientific understanding of the long range transport of air pollutants and its effects and to develop and implement policies, practices and technologies to combat its impact;

Are resolved to protect the environment in harmony with measures to meet energy needs and other national objectives;

Note scientific findings which indicate that continued pollutant loadings will result in extensive acidification in geologically sensitive areas during the coming years, and that increased pollutant loadings will accelerate this process;

Are concerned that environmental stress could be increased if action is not taken to reduce transboundary air pollution;

Are convinced that the best means to protect the environment from the effects of transboundary air pollution is through the achievement of necessary reductions in pollutant loadings;

Are convinced also that this common problem requires cooperative action by both countries;

Intend to increase bilateral cooperative action to deal effectively with transboundary air pollution, including acid rain.

In particular, the Government of the United States of America and the Government of Canada intend:

1. to develop a bilateral agreement which will reflect and further the development of effective domestic control programs and other measures to combat transboundary air pollution;
2. to facilitate the conclusion of such an agreement as soon as possible; and,
3. pending conclusion of such an agreement, to take interim actions available under current authority to combat transboundary air pollution.

The specific undertakings of both Governments at this time are outlined below.

INTERIM ACTIONS

1. Transboundary Air Pollution Agreement

Further to their Joint Statement of July 26, 1979, and subsequent bilateral discussions, both Governments shall take all necessary steps forthwith:

(a) to establish a United States/Canada Coordinating Committee which will undertake preparatory discussions immediately and commence formal negotiations no later than June 1, 1981, of a cooperative agreement on transboundary air pollution; and

(b) to provide the necessary resources for the Committee to carry out its work, including the working group structure as set forth in the Annex. Members will be appointed to the work groups by each Government as soon as possible.

2. Control Measures

To combat transboundary air pollution both Governments shall:

(a) develop domestic air pollution control policies and strategies, and as necessary and appropriate, seek legislative or other support to give effect to them;

(b) promote vigorous enforcement of existing laws and regulations as they require limitation of emissions from new, substantially modified and existing facilities in a way which is responsive to the problems of transboundary air pollution; and

(c) share information and consult on actions being taken pursuant to (a) and (b) above.

3. Notification and Consultation

Both Governments shall continue and expand their long-standing practice of advance notification and consultation on proposed actions involving a significant risk or potential risk of causing or increasing transboundary air pollution, including:

(a) proposed major industrial development or other actions which may cause significant increases in transboundary air pollution; and

(b) proposed changes of policy, regulations or practices which may significantly affect transboundary air pollution.

4. Scientific Information, Research and Development

In order to improve understanding of their common problem and to increase their capability for controlling transboundary air pollution both Governments shall:

(a) exchange information generated in research programs being undertaken in both countries on the atmospheric aspects of the transport of air pollutants and on their effects on aquatic and terrestrial ecosystems and on human health and property;

(b) maintain and further develop a coordinated program for monitoring and evaluation of the impacts of transboundary air pollution, including the maintenance of a United States/Canada sampling network and exchange of data on current and projected emissions of major air pollutants; and

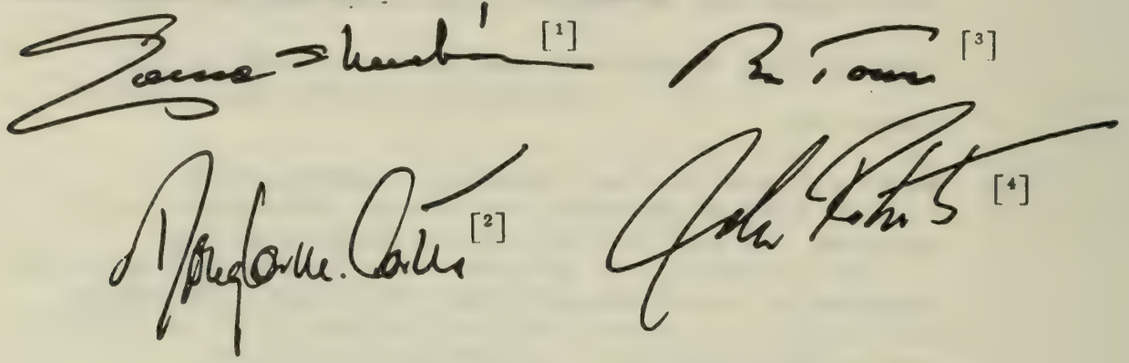
(c) continue to exchange information on research to develop improved technologies for reducing emissions of major air pollutants of concern.

The Memorandum of Intent will become effective on signature and will remain in effect until revised by mutual agreement.

DONE in duplicate at Washington, this fifth day of August, 1980, in the English and French languages, both texts being equally authoritative.

FOR THE GOVERNMENT OF UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF CANADA:



[1] [2] [3] [4]

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[1] Edmund S. Muskie.
[2] Douglas M. Costle.
[3] P. M. Towe.
[4] John Roberts.

ANNEX

WORK GROUP STRUCTURE
FOR
NEGOTIATION OF A
TRANSBOUNDARY AIR POLLUTION AGREEMENT

I. PURPOSE

To establish technical and scientific work groups to assist in preparations for and the conduct of negotations on a bilateral transboundary air pollution agreement. These groups shall include:

1. Impact Assessment Work Group
2. Atmospheric Modelling Work Group
3A. Strategies Development and Implementation Work Group
3B. Emissions, Costs and Engineering Assessment Subgroup
4. Legal, Institutional Arrangements and Drafting Work Group

II. TERMS OF REFERENCE

A. General

1. The Work Groups shall function under the general direction and policy guidance of a United States/Canada Coordinating Committee co-chaired by the Department of External Affairs and the Department of State.

2. The Work Groups shall provide reports assembling and analyzing information and identifying measures as outlined in Part B below, which will provide the basis of proposals for inclusion in a transboundary air pollution agreement. These reports shall be provided by January 1982 and shall be based on available information.

3. Within one month of the establishment of the Work Groups, they shall submit to the United States/Canada Coordinating Committee a work plan to accomplish the specific tasks outlined in Part B, below. Additionally, each Work Group shall submit an interim report by January 15, 1981.

4. During the course of negotiations and under the general direction and policy guidance of the Coordinating Committee, the Work Groups shall assist the Coordinating Committee as required.

5. Nothing in the foregoing shall preclude subsequent alteration of the tasks of the Work Groups or the establishment of additional Work Groups as may be agreed upon by the Governments.

B. Specific

The specific tasks of the Work Groups are set forth below.

1. Impact Assessment Work Group

The Group will provide information on the current and projected impact of air pollutants on sensitive receptor areas, and prepare proposals for the "Research, Modelling and Monitoring" element of an agreement.

In carrying out this work, the Group will:

- identify and assess physical and biological consequences possibly related to transboundary air pollution;
- determine the present status of physical and biological indicators which characterize the ecological stability of each sensitive area identified;
- review available data bases to establish more accurately historic adverse environmental impacts;
- determine the current adverse environmental impact within identified sensitive areas--annual, seasonal and episodic;
- determine the release of residues potentially related to transboundary air pollution, including possible episodic release from snowpack melt in sensitive areas;
- assess the years remaining before significant ecological changes are sustained within identified sensitive areas;

- propose reductions in the air pollutant deposition rates--annual, seasonal and episodic--which would be necessary to protect identified sensitive areas; and
- prepare proposals for the "Research, Modelling and Monitoring" element of an agreement.

2. Atmospheric Modelling Work Group

The Group will provide information based on cooperative atmospheric modelling activities leading to an understanding of the transport of air pollutants between source regions and sensitive areas, and prepare proposals for the "Research, Modelling and Monitoring" element of an agreement. As a first priority the Group will by October 1, 1980 provide initial guidance on suitable atmospheric transport models to be used in preliminary assessment activities.

In carrying out its work, the Group will:

- identify source regions and applicable emission data bases;
- evaluate and select atmospheric transport models and data bases to be used;
- relate emissions from the source regions to loadings in each identified sensitive area;
- calculate emission reductions required from source regions to achieve proposed reductions in air pollutant concentration and deposition rates which would be necessary in order to protect sensitive areas;

- assess historic trends of emissions, ambient concentrations and atmospheric deposition trends to gain further insights into source receptor relationships for air quality, including deposition; and
- prepare proposals for the "Research, Modelling and Monitoring" element of an agreement.

3A. Strategies Development and Implementation Work Group

The Group will identify, assess and propose options for the "Control" element of an agreement. Subject to the overall direction of the Coordinating Committee, it will be responsible also for coordination of the activities of Work Groups I and II. It will have one subgroup.

In carrying out its work, the Group will:

- prepare various strategy packages for the Coordinating Committee designed to achieve proposed emission reductions;
- coordinate with other Work Groups to increase the effectiveness of these packages;
- identify monitoring requirements for the implementation of any tentatively agreed-upon emission-reduction strategy for each country;
- propose additional means to further coordinate the air quality programs of the two countries; and
- prepare proposals relating to the actions each Government would need to take to implement the various strategy options.

3B. Emissions, Costs and Engineering Assessment Subgroup

This Subgroup will provide support to the development of the "Control" element of an agreement. It will also prepare proposals for the "Applied Research and Development" element of an agreement.

In carrying out its work, the Subgroup will:

- identify control technologies, which are available presently or in the near future, and their associated costs;
- review available data bases in order to establish improved historical emission trends for defined source regions;
- determine current emission rates from defined source regions;
- project future emission rates from defined source regions for most probable economic growth and pollution control conditions;
- project future emission rates resulting from the implementation of proposed strategy packages, and associated costs of implementing the proposed strategy packages; and
- prepare proposals for the "Applied Research and Development" element of an agreement.

4. Legal, Institutional and Drafting Work Group

The Group will:

- develop the legal elements of an agreement such as notification and consultation, equal access, non-discrimination, liability and compensation;
- propose institutional arrangements needed to give effect to an agreement and monitor its implementation; and
- review proposals of the Work Groups and refine language of draft provisions of an agreement.

MEMORANDUM DECLARATIF D'INTENTION ENTRE

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET

LE GOUVERNEMENT DU CANADA
CONCERNANT LA POLLUTION ATMOSPHERIQUE
TRANSFRONTIERE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada

S'inquiètent l'un et l'autre des effets actuels et potentiels de la pollution atmosphérique transfrontière (c'est-à-dire du transport à courte et à longue distance de polluants atmosphériques entre les deux pays), et notamment du problème déjà sérieux que posent les pluies acides;

Reconnaissent l'importance et l'urgence de ce problème bilatéral, dans la mesure où il met en jeu la circulation transfrontière de polluants atmosphériques dans les deux sens, et notamment leur transport à longue distance;

Sont déterminés dans une égale mesure à combattre la pollution atmosphérique transfrontière conformément à leurs droits, obligations, engagements et pratiques coopératives établis sur le plan international, notamment par le Traité de 1909 relatif aux eaux limitrophes, la Déclaration de Stockholm de 1972 sur l'environnement humain, l'Accord de 1978 relatif à la qualité de l'eau dans les Grands lacs et la Convention de 1979 de la CEE sur la pollution atmosphérique transfrontière à longue distance.

Se sont engagés en juillet 1979 à élaborer un accord coopératif bilatéral sur la qualité de l'air en vue de combattre efficacement la pollution atmosphérique transfrontière;

Sont résolus à s'attacher prioritairement à améliorer la compréhension scientifique du transport des polluants atmosphériques à longue distance et de ses effets, ainsi qu'à élaborer et à mettre en oeuvre des politiques, pratiques et techniques propres à en combattre les répercussions;

Sont résolus à assurer la protection de l'environnement en accord avec les mesures visant la satisfaction de leurs besoins énergétiques et autres objectifs nationaux;

Prennent bonne note des découvertes scientifiques qui indiquent que la persistance des dépôts polluants entraînera une acidification poussée des régions géologiquement vulnérables dans les années à venir, et que tout accroissement des apports provoquera une accélération de ce processus;

Craignent que la menace sur l'environnement ne s'aggrave en l'absence de mesures visant à réduire la pollution atmosphérique transfrontière;

Sont convaincus que le meilleur moyen de protéger l'environnement des effets de la pollution atmosphérique transfrontière consiste à effectuer les réductions des apports polluants qui s'imposent;

Sont également convaincus que ce problème commun appelle une action coopérative des deux pays;

Entendent intensifier leur action coopérative bilatérale pour combattre efficacement la pollution atmosphérique transfrontière et notamment les pluies acides.

En particulier, le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada entendent:

1. élaborer un accord bilatéral prévoyant des programmes de contrôle internes efficaces ainsi que d'autres mesures propres à combattre la pollution atmosphérique transfrontière;
2. faciliter la conclusion d'un tel accord dans les meilleurs délais; et
3. en attendant la conclusion d'un tel accord, prendre les mesures intérimaires qui s'offrent à eux en vertu des pouvoirs existants afin de combattre la pollution atmosphérique transfrontière.

Les engagements précis des deux Gouvernements s'établissent à ce jour comme suit:

MESURES INTERIMAIRES

1. Accord sur la pollution atmosphérique transfrontière

Afin de donner suite à leur déclaration conjointe du

26 juillet 1979 et aux discussions bilatérales subséquentes, les deux Gouvernements prennent immédiatement toutes les mesures nécessaires en vue

a) de créer un Comité de coordination canado-américain chargé d'amorcer immédiatement les discussions préparatoires et d'entamer des négociations formelles au plus tard le 1er juin 1981 en vue de la conclusion d'un accord coopératif sur la pollution atmosphérique transfrontière; et

b) de fournir audit Comité les ressources nécessaires à l'accomplissement de son mandat, et notamment au fonctionnement des groupes de travail dont la structure est exposée à l'annexe. L'un et l'autre gouvernements nommeront dans les meilleurs délais les membres qui feront partie des groupes de travail.

2. Mesures de contrôle

Aux fins de combattre la pollution atmosphérique transfrontière, les deux Gouvernements

a) élaboreront des politiques et stratégies internes de contrôle et, selon qu'il est nécessaire et approprié, chercheront à obtenir le soutien législatif ou autre nécessaire à leur mise en vigueur;

b) encourageront l'application vigoureuse des lois et règlements existants qui prévoit la limitation des émissions provenant d'installations nouvelles, modifiées substantiellement et déjà existantes, de façon à remédier aux problèmes de la pollution atmosphérique transfrontière; et

c) échangeront des informations et se consulteront quant aux mesures envisagées en a) et b) ci-dessus.

3. Notification et consultation

Les deux Gouvernements poursuivront et intensifieront leur pratique établie de longue date en ce qui concerne la notification et la consultation préalables quant aux mesures envisagées qui risquent ou pourraient risquer de causer ou d'accroître la pollution atmosphérique transfrontière, notamment

a) les grands projets industriels ou autres mesures susceptibles d'entraîner une augmentation importante de la pollution atmosphérique transfrontière; et

b) les modifications envisagées en ce qui concerne les politiques, règlements ou pratiques susceptibles d'influer de façon significative sur la pollution atmosphérique transfrontière.

4. Information scientifique, recherche et développement

Afin de mieux saisir la portée du problème et d'être plus en mesure de contrôler la pollution atmosphérique transfrontière, les deux Gouvernements

a) échangeront des informations recueillies dans le cadre de programmes de recherche entrepris dans les deux pays sur les caractéristiques atmosphériques du transport des polluants atmosphériques et sur les effets de ceux-ci sur les écosystèmes aquatiques et terrestres, la santé humaine et la propriété;

b) mettront sur pied et développeront un programme coordonné de surveillance et d'évaluation des répercussions de la

pollution atmosphérique transfrontière, et notamment à maintenir un réseau américano-canadien d'échantillonnage et d'échange de données en ce qui concerne les émissions actuelles et prévues des principaux polluants atmosphériques; et

c) poursuivront les échanges d'informations en ce qui concerne les recherches sur la mise au point de techniques améliorées visant la réduction des émissions des principaux polluants atmosphériques en cause.

Le présent Mémorandum déclaratif d'Intention prendra effet au moment de sa signature et demeurera en vigueur jusqu'à ce que les deux parties conviennent de sa révision.

Signé en double exemplaire, à Washington, le cinq août 1980, en français et en anglais, les deux versions faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

POUR LE GOUVERNEMENT DU CANADA:

ANNEXE

ORGANISATION DES GROUPES DE TRAVAIL EN VUE DE LA NEGOCIATION D'UN ACCORD SUR LA POLLUTION ATMOSPHERIQUE TRANSFRONTIERE

I. OBJET

Créer des groupes techniques et scientifiques qui aideront à préparer et à mener à bien les négociations en vue d'un accord bilatéral de coopération sur la pollution atmosphérique transfrontière. Il s'agira des groupes suivants:

1. Groupe d'évaluation des répercussions
2. Groupe de modélisation de l'atmosphère
3A. Groupe de travail chargé de l'élaboration et de l'application des stratégies
3B. Sous-groupe d'évaluation technique et de mesure des coûts et des émissions
4. Groupe juridique, des dispositions institutionnelles et de la rédaction.

II. MANDATS

A. Généralités

1. Les groupes travailleront sous la direction générale et selon les principes d'un Comité Etats-Unis-Canada de coordination présidé conjointement par un représentant du Département d'Etat et un représentant du Ministère des Affaires Extérieures.

2. Les groupes produiront des rapports où l'information se trouvera réunie et analysée et où seront déterminées des mesures, décrites dans la partie B, qui permettront de faire figurer certaines propositions dans l'accord. Ces rapports devront être soumis d'ici janvier 1982 et se fonder sur l'information disponible.

3. Un mois après leur création, les groupes devront remettre au Comité de coordination leur plan de travail concernant leurs fonctions particulières, exposées dans la partie B. En outre, chaque groupe devra remettre un rapport intérimaire au plus tard le 15 janvier 1981.

4. Pendant les négociations et sous la direction générale et selon les principes du Comité de coordination, les groupes devront aider ce dernier, selon ses besoins.

5. Rien de ce qui vient d'être dit n'empêchera les gouvernements de convenir de modifier les attributions des groupes ni de créer d'autres groupes de travail.

B. Fonctions particulières

Les fonctions particulières des groupes sont les suivantes:

1. Groupe d'évaluation des répercussions:

Ce groupe fournit des données sur les répercussions actuelles et prévues des polluants atmosphériques sur les environnements fragiles et rédige des propositions pour les clauses de l'accord qui ont trait à la recherche, à la modélisation, à la surveillance.

A cette fin, le Groupe:

- identifie et évalue les conséquences physiques et biologiques probables de la pollution atmosphérique transfrontière;
- fait le point sur les indicateurs physiques et biologiques de la stabilité de chaque environnement sensible déterminé;
- examine les données recueillies jusqu'à ce jour pour déterminer les répercussions nuisibles subies par les environnnements;
- détermine les répercussions actuellement subies par les environnements fragiles, qu'elles soient annuelles, saisonnières ou sporadiques;

- détermine la libération des résidus qui peuvent être à l'origine des polluants atmosphériques qui traversent les frontières y compris les résidus libérés occasionnellement à la fonte des neiges dans les environnement fragiles;

- évalue le nombre d'années qu'il reste avant que les environnements fragiles identifiés ne subissent des modifications écologiques notables;

- propose les taux annuels, saisonniers et sporadiques de réduction des dépôts de polluants atmosphériques, qu'il est nécessaire d'atteindre pour protéger les environnements fragiles; et

- rédige des propositions pour les clauses de l'accord qui ont trait à la recherche, à la modélisation et à la surveillance.

2. Groupe de la modélisation de l'atmosphère

Ce groupe fournit de l'information obtenue de modélisations de l'atmosphère conduites en collaboration, qui mènent à une explication du transport des polluants entre les sources et les environnements fragiles et il rédige des propositions pour les clauses de l'accord qui ont trait à la recherche, à la modélisation et à la surveillance. En priorité, il doit fournir avant le 1er octobre 1980 une première orientation des modèles convenables de transport qui serviront aux premiers travaux d'évaluation.

A cette fin, le Groupe:

- détermine les régions d'où proviennent les émissions et les bases utilisables de données sur ces dernières;

- étudie et sélectionne les modèles de transport et les bases de données à utiliser;

- fait les corrélations entre les émissions des régions et les apports dans chaque environnement fragile;

- calcule pour les régions d'origine les réductions d'émissions qu'il faut atteindre dans la concentration et le dépôt des polluants atmosphériques afin de protéger les environnements fragiles;
- évalue les tendances des émissions, les concentrations ambiantes et les tendances des dépôts atmosphériques pour mieux éclairer les rapports entre les sources d'émission et les environnements récepteurs, en ce qui a trait à la qualité de l'air, y compris les dépôts de polluants; et
- rédige des propositions pour les clauses de l'accord qui ont trait à la recherche, à la modélisation et à la surveillance.

3A. Groupe de travail chargé de l'élaboration et de l'application des stratégies

Ce groupe recense, évalue et propose les options relatives aux termes de l'accord qui ont trait à la lutte contre la pollution atmosphérique. Sous la direction générale du Comité de coordination, il se charge de coordonner les travaux des groupes I et II. Il comprend un sous-groupe.

A cette fin, le Groupe:

- prépare diverses stratégies qui permettront d'atteindre les taux proposés de réduction des émissions, pour le compte du Comité de coordination;
- travaille en coordination avec d'autres groupes pour améliorer l'efficacité de ces stratégies;
- détermine les normes de surveillance nécessaires à la mise en application de toute stratégie provisoire sur les émissions et leur réduction convenue entre les deux pays;
- propose d'autres moyens qui permettront de mieux coordonner les programmes de qualité de l'air des deux pays; et
- rédige les mesures que les deux gouvernements devront prendre pour appliquer les diverses stratégies.

3B. Sous-groupe d'évaluation technique et de mesure des coûts et des émissions

Ce sous-groupe doit aider à l'élaboration des clauses de l'accord qui ont trait à la lutte contre la pollution. Il rédige aussi des propositions pour les clauses qui ont trait à la recherche appliquée et au développement.

A cette fin, le Sous-Groupe:

- détermine les techniques anti-pollution accessibles maintenant ou dans un proche avenir, ainsi que leurs coûts;
- examine l'ensemble des données recueillies jusqu'à ce jour dans des régions déterminées afin d'y mieux définir les tendances des émissions;
- détermine l'intensité actuelle des émissions dans les régions déterminées;
- extrapole les taux d'émissions des régions déterminées, en tenant compte des conditions les plus probables de croissance économique et de lutte contre la pollution;
- extrapole les taux d'émissions résultant de la mise en oeuvre des stratégies proposées ainsi que des coûts de leur application; et
- rédige des propositions pour les clauses de l'accord qui ont trait à la recherche appliquée et au développement.

4. Groupe juridique, des dispositions institutionnelles et et de la rédaction

Ce groupe:

- travaille sur le fond juridique d'un accord dont les éléments sont les avis et la consultation, l'égalité d'accès, la non-discrimination, la responsabilité et les indemnisations;

- propose les dispositions institutionnelles nécessaires à la mise en vigueur d'un accord et à la surveillance de sa mise en application; et
- examine les propositions des autres groupes de travail et améliore la phraséologie de l'accord.

MOZAMBIQUE

Agricultural Commodities

Agreement signed at Maputo June 23, 1980;
Entered into force June 23, 1980.
With agreed minutes of negotiations.
And amending agreement
Effected by exchange of notes
Signed at Maputo July 24, 1980;
Entered into force July 24, 1980.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE
FOR THE SALE OF AGRICULTURAL COMMODITIES

UNDER THE PUBLIC LAW 480, TITLE I [1] PROGRAM

The Government of the United States of America and the Government of the People's Republic of Mozambique agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed June 28, 1979 [2] together with the following Part II.

Part II - Particular Provisions

Item I. Commodity Table:

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
WHEAT	1980	31,100	Dol 5.0
TOTAL			Dol 5.0

Item II. Payment Terms: Convertible Local Currency Credit (40 years)

A. Initial Payment - 5 percent

B. Currency Use Payment - None

C. Number of Installment Payments - Thirty-One (31)

D. Amount of Each Installment Payment - Approximately Equal Annual Amounts.

E. Due Date of First Installment Payment - Ten (10) years after the date of last delivery of commodities in each calendar year.

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[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 9635; 31 UST 4711.

F. Initial Interest Rate - Two (2) Percent.

G. Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENT (METRIC TONS)
WHEAT	1980	64,000

Item IV. Export Limitations:

A. The export limitation period shall be United States Fiscal Year 1980 and/or subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: for wheat/ wheat Flour -- wheat, wheat flour, rolled wheat, semolina, farina or bulgur or the same product under a different name.

Item V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in economically disadvantaged rural areas and enabling the poor to participate actively in increasing agricultural production through improvements in small farm agriculture.

B. The Government of the People's Republic of Mozambique agrees to undertake the following activities and in so doing, to provide adequate financial, technical and managerial resources for their implementation:

1. Review agricultural sector pricing policies to evaluate their effectiveness in assuring equitable returns to producers;
2. Continue the following activities in connection with the FAO-Nordic (MONAP) Program:

A. Support the production, improvement, and distribution of seeds;

B. Strengthen storage, handling, and distribution system related to basic food production and agricultural inputs;

C. Improve the quality and use of agricultural land available to small farmers;

D. Improve livestock care and production; and

E. Increase forest resources through reforestation and conserve wood fuel energy sources through improved resource management.

Item VI. Economic Development Purposes for which proceeds accruing to importing country are to be used:

A. The commodities provided hereunder, or the proceeds accruing to importing country from the sale of such commodities, will be used for implementing the following projects/programs which directly benefit the needy people of the importing country.

1. Those self-help measures set forth in item V of the agreement; and
2. The following projects/programs:

(A) The implementation of programs to construct feeder roads into areas with high agricultural production potential and to insure proper maintenance of existing rural roads.

(B) The institution of a baseline study designed to generate crop reporting, input costs, marketing, and rural economic data for the

domestic production of wheat, rice, corn, and other essential food crops.

B. The projects/programs identified in item VI. (A) will directly benefit the needy in the following ways:

1. Seed quality has deteriorated and inefficient varieties are often the only ones available. Advances in seed production, quality and distribution will increase small farmer plantings and yields and thereby reduce risks to both the producer and the market.
2. Agriculture product and input marketing with better storage and transport systems, including the maintenance and expansion of rural roads, will improve rural productivity and increase farm and non-farm access to food resources. Input marketing will expand availability of fertilizer and small agricultural implements which increase outputs of farmers emerging from subsistence agriculture. Improvements in crop storage, marketing and distribution will reduce losses and inequities in rural as well as urban markets throughout the country.
3. Agriculture land use and conservation activities will be targeted on reducing and controlling the encroachment of undergrowth (bush) , thereby maintaining and extending food producing areas for the small farmer.
4. Livestock research, development, and immunization will improve income by providing employment opportunities as well as developing expanded small animal programs which will increase opportunities for the small farmer to diversify his production.
5. Reforestation programs will benefit rural wage earners through

labor-intensive projects. Regeneration of wood fuel supplies and efficient production and marketing will provide reasonably priced rural and urban fuel supplies and generate additional on-farm revenue.

6. Review of agricultural sector pricing policies and institution of baseline studies will assure equitable returns to small farm holders and provide basic data necessary for the design and evaluation of agriculture projects.

Item VII. Report on use of currency:

In addition to the report required by Part I, Article II F of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI A above and the extent to which projects/programs were used to benefit the needy people. Such report shall be made by the importing country within 6 months following the last delivery of commodities in the first Calendar Year of the agreement and every 6 months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI A above.

In witness whereof, the respective representatives duly authorized for this purpose have signed the present agreement, done at MAPUTO, in duplicate, this 23rd day of June 1980, in two originals in the Portuguese and English languages. In cases of differences in interpretation, the English language version will prevail.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Willard A. De Pree
Ambassador of the United
States of America

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF MOZAMBIQUE

José Dias Marques
National Director Trade Policy (Acting)
Ministry of Foreign Commerce

ACORDO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMERICA
E O GOVERNO DA REPUBLICA POPULAR DE MOCAMBIQUE
PARA A VENDA DE PRODUTOS AGRICOLAS

LEI PÚBLICA 480, PROGRAMA TÍTULO I

O Governo dos Estados Unidos da América e o Governo da República Popular de Moçambique acordam na venda de produtos agrícolas abaixo descriminados. Este Acordo consistirá do Preâmbulo e das Partes I e III do Acordo assinado em Junho 28, 1979 conjuntamente com a Parte II, que se segue.

Parte II - Condições Especiais

Alínea I. Quadro de Mercadorias:

MERCADORIA	PERÍODO DO FORNECIMENTO (ANO FISCAL E.U.A.)	QUANTIDADE MÁXIMA APROXIMADA	EXPORTACAO MÁXIMA VALOR DO MERCADO	
		(TON.METRICAS)	MILHÕES	
TRIGO	1980	31.100	Dólares	5.0
TOTAL			Dólares	5.0

Alínea II. Regras de Pagamento: Crédito em Moeda Local Convertível

(40 anos)

A. Pagamento Inicial - 5 por cento

B. Pagamento em Moeda Local - Nenhum

C. Número de Prestações - Trinta e Uma (31)

D. Montante de Cada Prestação - Prestaçoes Anuais Aproximadamente Iguais.

E. Data do Vencimento do Pagamento da Primeira Prestação - Dez (10) anos depois da data da última entrega da mercadoria por ano civil.

F. Taxas de Juros Inicial - Dois (2) por cento

G. Taxa de Juros Contínua - Três (3) por cento

Alínea III. Quadro de Mercado Usual:

MERCADORIA	PERÍODO DE IMPORTACÃO (ANO CIVIL E.U.A.)	MERCADOS USUAIS (TON METRICS)
TRIGO	1980	64,000

Alínea IV. Limitação de Exportação:

A. O período de limitação de exportação será o ano fiscal de 1980 dos E.U.A. ou qualquer ano fiscal subsequente dos E.U.A. durante o qual as mercadorias financiadas ao abrigo deste acôrdo serao utilizadas ou importadas.

B. Para o efeito da Parte I, Artigo (A) (4) deste acôrdo, as mercadorias que não podem ser exportadas são: para trigo/farinha de trigo - trigo, farinha de trigo, trigo enrolado, semolina, farinha ou bulger (ou o mesmo produto sob um nome diferente.

Alínea V. Medidas de Auto-Ajuda:

A. Ao implementar estas medidas de auto-ajuda um enfâse especial será dado para contribuir directamente no desenvolvimento das áreas rurais pobres e permitir aos pobres participar activamente no aumento da produção agrícola através de pequenas fazendas agrícolas.

B. O Governo da República Popular de Moçambique concorda em assumir as seguintes actividades e, assim, providenciar um financiamento adequado, recursos técnicos e administrativos para a sua implementação:

1. Rever a política de preços no sector agrícola a fim de valorizar a sua eficácia em garantir retribuição igual aos agricultores;
2. Continuar as seguintes actividades em relação ao Programa da FAO-NORDIC (MONAP):

A. Apoiar a produção, melhoramento e distribuição de sementes;

B. Melhorar armazenagem, manuseamento e o sistema de distribuição relacionada com a produção da alimentação básica e necessidades agrícolas;

C. Melhorar a qualidade e uso de terra agrícola disponível para pequenos agricultores;

D. Melhorar a produção e a criação pecuária; e

E. Aumentar o recurso florestal através de reflorestamento e conservar os recursos de energia combustível a partir da madeira.

Alínea VI. Objectivos do Desenvolvimento Económico para os quais as receitas a favor do país importador vao ser utilizadas:

A. As mercadorias fornecidas ao abrigo deste acôrdo, ou as receitas do país importador da venda de tais mercadorias, serão usadas para os seguintes projectos/programas que beneficiam directamente as pessoas necessitadas do país importador:

1. As seguintes medidas de auto-ajuda estabelecidas na alínea V do acôrdo; e
2. Os seguintes projectos/programas:

(A) A implementação de programas para construir estradas para o escoamento de produtos para as áreas de maior produtividade

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agrícola e assegurar a conservação das estradas rurais existentes.

(B) Instituir um estudo básico para generalizar relatórios agrícolas, seus custos, mercados, e informaçoes gerais sobre a economia rural de produção doméstica de trigo, arroz, milho e outros cereais.

B. Os projectos/programas identificados na alínea VI (A) beneficiarão os mais necessitados, do seguinte modo:

1. A qualidade de semente deteriorou e as disponíveis são pouco sortidas. Com a produção de melhor semente, qualidade e distribuição, aumentará a plantação dos pequenos agricultores e, assim, reduzir o risco tanto para o agricultor como para mercados.

2. Programas de produção de produtos e insumos agrícolas melhorão a produção agrícola e a expansão do escoamento de produtos alimentares. A comercialização de insumos agrícolas, aumentará a disponibilidade de mercadorias essenciais tais como, fertilizantes e pequenos implementos agrícolas. A comercialização das colheitas, melhoramento dos mercados e da distribuição reduzirá perdas e injustiças nos mercados rurais e urbanos, em todo o país.

3. O uso de terra agrícola e actividades de conservação terão como objectivos reduzir e controlar o crescimento de matagais nas zonas agrícolas, pois estes ameaçariam, particularmente, a capacidade de produção alimentar dos pequenos agricultores.

4. Projectos de investigação, criação e imunização pecuária melhorão as oportunidades de emprego bem como desenvolver a expansão de programas para pequenos animais que aumentaria as possibilidades do pequeno agricultor diversificar a sua produção.
5. Reflorestamento, conservação e projectos proporcionarao um melhoramento salarial através de um projecto intensivo para o trabalhador. A regeneração de combustível da madeira e uma produção eficiente e mercados providenciarão um combustível económico para as familias rurais e urbanas.
6. Rever a política de preços no sector agrícola a fim de valorizar a sua eficácia em garantir retribuição igual aos agricultores e e fornecer informações básicas para uma conduta e valorização dos projectos agrícolas.

Alínea VII. Relatório sobre o uso do dinheiro:

Em aditamento ao relatório exigido na Parte I, Artigo II F deste acôrdo, o país importador concorda em fornecer relatórios sobre o andamento da realização dos projectos/programas identificados na alínea VI A acima. Tal relatório será feito pelo país importador dentro de seis meses a seguir à última entrega de mercadorias no primeiro Ano Civil deste acôrdo e todos os seis meses seguintes até todas as mercadorias aqui fornecidas, ou as receitas da sua venda, serem utilizadas para os projectos/programas especificados na alínea VI A, acima.

COMO TESTEMUNHAS, os respectivos representantes, devidamente autorizados para o fim, assinaram o presente acôrdo.

Feito em MAPUTO, neste 23º dia de Junho de 1980 , em dois originais nas línguas Portuguesa e Inglesa, sendo os textos igualmente válidos. O texto em Inglês servirá de texto de referência, para qualquer dúvida de interpretaçao.

PELO GOVERNO DOS
ESTADOS UNIDOS DA AMÉRICA

Willard A. De Pree
Embaixador dos Estados
Unidos da América

PELO GOVERNO DA REPÚBLICA
POPULAR DE MOCAMBIQUE

José Dias Marques
Director Nacional da Política Comercial
Ministério do Comércio Externo

OFFICIAL AGREED MINUTES OF NEGOTIATIONS RELATING TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE PEOPLE'S REPUBLIC OF MOZAMBIQUE FOR SALES OF AGRICULTURAL COMMODITIES, US FY 1980

DATE : 16 June 1980

PLACE : MAPUTO, Mozambique

ATTENDING :

Government of the People's Republic of Mozambique Delegation

Janet Mondlane, Director of International Cooperation,
Office of International Cooperation

Dina Forti, Special Assistant, Office of International
Cooperation

Abel R. Chicalia, Ministry of Foreign Commerce

José da Silva Francisco, Ministry of Finance

Kekobad M. Patel, ENACOMO

Government of the United States of America Delegation

William H. Twaddell, Deputy Chief of Mission,
U.S. Embassy, MAPUTO

Peters Strong, Regional PL 480 Officer, REDSO/EZ
U.S. Embassy, Nairobi

I - The purpose of the meeting between representatives of the Government of the People's Republic of Mozambique and the Government of the United States of America was to negotiate a U.S. Fiscal Year 1980 (1 October 1979 - September 1980) agricultural commodity sales agreement for $5.0 million of wheat under the U.S. Government Public Law 480 Title I program.

II - The Mozambique Delegation explained that not withstanding the efforts of the Government of the People's Republic of Mozambique to increase agricultural production, the need to import grain, especially wheat, is still high. The reasons are summarized as

A) increase in consumption after independence as part of the improvement of living standards of the Mozambican people;

B) the impossibility of production keeping pace with consumption for structural reasons, e.g. lack of infrastructure, use of rudimentary technology, marketing deficiencies, etc. which can be overcome only with time and increased investments and which the Government of the People's Republic of Mozambique is in the process of doing. Thus, the request to purchase wheat under the terms of a PL 480, Title I program.

III - The U.S. Delegation reviewed the draft agreement with the Mozambique Delegation and explained that:

1. The agreement incorporates by reference Parts I and III of the PL 480 Title I agreement signed on 28 June 1979.

2. The commodity commitment in the agreement is in terms of dollar values and not quantities. At the time the draft was prepared it was estimated that $5.0 million would purchase approximately 31,100 MT wheat. Therefore, when purchases are made if the price of wheat permits, additional wheat may be purchased to the $5.0 million level or on the other hand if prices rise the quantity will be reduced accordingly.

3. In order to implement the purchase of wheat under the agreement

during the authorized supply period, US Fiscal Year 1980 (1 October 1979 - 30 September 1980) it is essential that the Government of the People's Republic of Mozambique initiates the purchasing process as soon as possible after signing the agreement. This process includes the following:

a. Dispatch of fully authorized representative(s) to Washington to undertake the required action;

b. Written request for a Purchase Authorization;

c. Prepare and issue, after approval by the U.S. Department of Agriculture, an invitation of bids (IFB's) which will be publically advertised in the U.S.;

d. Designate both local and US bank(s) which will handle the letters of credit;

e. Act expeditiously to open letters of credit in favor of supplier(s) grain and freight for 100 percent of the grain and ocean freight costs. The letters of credit must be opened no later than 48 hours prior to each contracted vessel's presentation for loading. Commodity suppliers are refusing to load vessels when acceptable letters of credit for both commodity and ocean freight are not available at time of loading. This has resulted in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers;

f. Commissions, fees or other payments to any selling agent seeking to obtain a contract for the purchase of food commodities under this agreement are prohibited;

g. If a purchasing Agent and/or Shipping Agent is nominated, this nomination must be submitted to the U.S. Department of Agriculture in writing accompanied by the proposed agency agreement for U.S. Department of Agriculture approval.

4. Reporting by the Government of the People's Republic of Mozambique is a essential part of the agreement. Compliance reports on meeting the usual marketing requirements (UMR) are to be prepared on quarterly basis and submitted to the U.S. Embassy, MAPUTO. In addition the Government of the People's Republic of Mozambique will report on the implementation progress of the projects/programs identified under Part II, Item V and VI, and the use of the sales proceeds for these projects/programs. These reports will be due six (6) months after delivery of the commodity and every six (6) months thereafter until the commodities have been consummed and the sales proceeds expended;

IV - The President and Congress of the United States have urged that resources under PL 480 promote both greater development import and address the causes creating the need for food imports. Therefore, if the Government of the People's Republic of Mozambique desire an Agreement in US FY 81, the request must be accompanied by a more detailed description of the self-help measures, proposed use of the sales proceeds and how the poor will benefit. The self-help program should be limited to relatively few well defined efforts which can be accomplished during the subsequent twelve (12) months. The efforts should be defined

in such a manner as to be able to guage progress and to form the basis for required self-help reporting. In most cases, proceeds are used to support self-help activities, but can also assist with other activities which directly benefit the needy. Reporting will be required on the amount of funds generated, the amount expended, the activities funded and the way in which the activities benefit the poor.

V - The U.S. Delegation requested a brief description of the MONAP Program from which projects will be selected to receive financial support from the Sales proceeds generated from the PL 480 Title I agreement.

VI - The Mozambique Delegation assured the U.S. Delegation that:

A. Government of Mozambique representative(s) with appropriate delegation of authority to expeditiously initiate and conclude the required purchasing process will travel to Washington as soon as possible after the agreement is signed;

B. If the Government of Mozambique wishes to engage a Shipping Agent, the representative(s) traveling to Washington will notify U.S. Department of Agriculture and provide a copy of the agreement with the agent;

C. Letters of Credit in favor of the wheat supplier(s) and ocean freight carrier(s) will be opened for 100 percent of the grain purchased and ocean freight contracted not later that 48 hours before vessel(s) loading at U.S. port(s);

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D. Reporting to U.S. Embassy, MAPUTO, on shipment arrival, progress in meeting the usual marketing requirements, self-help measures implemented and the use of sales proceeds will be accomplished in an expeditious manner.

E. If PL 480 Title I Assistance is requested for US FY 81 a more detailed description of the self-help measures, proposed use of the sales proceeds and an explanation how the poor will benefit will be included with the request.

VII - The Delegations acknowledged that in moving towards more meaningful and specific self-help measures linked more directly to the Government of the People's Republic of Mozambique agriculture and rural development efforts, it is the intent of both parties that emphasis should be given and the proceeds of this agreement used to expand food production thereby reducing imports.

VIII - The Mozambique Delegation provided the U.S. Delegation with a brief description of the MONAP 1980 program from which selected projects in line with Part II, Items V and VI will receive financial support from the sales proceeds generated under this agreement. The Delegations agreed to include this brief description as an annex to these minutes.

IX - The Government of Mozambique Delegation requested that a Portuguese language translation of the Agreement also be executed in duplicate original. The U.S. Delegation agreed to the request with the provision that the wording be added to the Portuguese text which

refers to the translation and established that, in cases of differences of interpretation, the English language version of the Agreement will prevail.

X - The above sets forth the elements of understanding between the Government of the People's Republic of Mozambique and the Government of the United States of America.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Willard A. De Pree
Ambassador od the United
States of America

FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF MOZAMBIQUE

José Dias Marques
National Director Trade Policy (Acting)
Ministry of Foreign Commerce

Signed at
Maputo, Mozambique
23 June 1980

[AMENDING AGREEMENT]

The American Chargé d'Affaires ad interim to the Mozambique National Director Trade Policy, Ministry of Foreign Commerce

July 24, 1980

Jose Dias Marques
National Director Trade Policy
Ministry of Foreign Commerce
Maputo

Excellency,

I have the honor to refer to the Agricultural Commodity Agreement signed by representatives of our two governments on June 23, 1980 and to propose that Part II, Particular Provisions, be amended as follows:

Item 1, Commodity Table: Under appropriate column headings for wheat, delete data and insert "1980", "59,400", and "10.0", and change total to read "10.0".

All other items and conditions of the June 23, 1980 agreement remain the same. If the foregoing is acceptable to your government, I propose this note and your reply thereto constitute agreement between our two governments effective on the date of your note in reply.

Accept, Excellency, the assurance of my high consideration.

William H. Twaddell
William H. Twaddell
Charge d'Affaires ad interim
of the United States of America

The Mozambique Ministry of Foreign Commerce to the American Embassy

REPÚBLICA POPULAR DE MOÇAMBIQUE

MINISTÉRIO DO COMÉRCIO EXTERNO

Exmº. Sr. William H. Twaddell
Encarregado de Negócios em exercício
Embaixada dos Estados Unidos da América
MAPUTO

Sua referência | Sua comunicação de | Nossa referência | Data Maputo, 24-07-80

ASSUNTO :

O Ministério do Comércio Externo apresenta os seus cumprimentos à Embaixada dos Estados Unidos da América, em Maputo e tem a honra de lhe comunicar que o Governo da República Popular de Moçambique aceita emendar um adicional ao Acordo para a venda de Produtos Agrícolas assinado pelos representantes dos nossos dois Governos, em 23 de Junho de 1980.

As emendas ao referido Acordo, aceites pelo Governo da da República Popular de Moçambique, referem-se ao seu Artigo I, Quadro de Mercadorias e são as seguintes:

Sob a coluna apropriada do quadro respeitante ao trigo, anular as condições estabelecidas e introduzir "1980", "59,400" e "10,0" mudando o total de modo a ler-se "10.0".

Todos os outros artigos e condições do dito Acordo permanecem os mesmos.

O Ministério do Comércio Externo aproveita a oportunidade para renovar á Embaixada dos Estados Unidos da América, em Maputo, os seus melhores cumprimentos.

UNIDADE, TRABALHO, VIGILÂNCIA.
O DIRECTOR N. DE OPERAÇÕES COMERCIAIS,

TRANSLATION

PEOPLE'S REPUBLIC OF MOZAMBIQUE

MINISTRY OF FOREIGN COMMERCE

Mr. William H. Twaddell
Chargé d'Affaires a.i.
Embassy of the United States of America
Maputo

July 24, 1980

The Ministry of Foreign Commerce presents its compliments to the Embassy of the United States of America and has the honor to inform it that the Government of the People's Republic of Mozambique agrees to amend an addition to the Agreement for the sales of Agricultural Commodities, signed by the representatives of our two Governments, June 23, 1980.

The amendments to the referred Agreement, accepted by the Government of the People's Republic of Mozambique, refer to Article I thereof, the Commodity Table, and are as follows:

Under the appropriate column of the Chart, where it refers to wheat, cancel the established conditions and introduce "1980", "59,400" and "10.0", changing the total to read "10.0".

All other items and conditions of the mentioned Agreement remain the same.

The Ministry of Foreign Commerce avails itself of the opportunity to renew to the Embassy of the United States of America its best compliments.

UNITY, LABOR, VIGILANCE
NATIONAL DIRECTOR FOR COMMERCIAL OPERATIONS

José Marques

José Marques

[SEAL]

ISRAEL

Agricultural Commodities

Agreement signed at Washington July 23, 1980;
Entered into force July 23, 1980.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Israel have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the Agreement signed on December 16, 1974,[1] together with the following Part II:

[1] TIAS 7978; 25 UST 3141.

Part II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Corn/Grain Sorghum	1980	9,000	$1.0

Item II. Payment Terms:

Dollar Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - 10 percent for Section 104(a) purposes
3. Number of Installment Payments - 19
4. Amount of Each Installment Payment - approximately equal annual amounts
5. Due Date of First Installment - two years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements
Corn/Grain Sorghum	1980	860,000 M.T.

Item IV. Export Limitations:

A. The export limitation period shall be United States Fiscal Year 1980 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A(4) of the Agreement, the commodities which may not be exported are: feed grains -- corn, cornmeal, barley, grain sorghum, rye and oats.

C.

Permissible Exports	Quantity (metric tons)	Period during which such exports are permitted
Corn/Grain Sorghum as mixed feed	1,900	U.S. Fiscal Year 1980

Item V. Self-Help Measures:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development process in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Israel, in maintaining a policy of increased agricultural production, will continue self-help activities in the following areas:

1. Improve the marketing infrastructure for both inputs and products;

2. Improve the storage and handling system for grains at port and inland locations;

3. Improve yields of wheat and other grains through continued genetic and other research, with emphasis on arid areas;

4. Improve water management and exploit available water resources.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and the agriculture and economic development sectors: agriculture and water resources.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII. Other

A. The Government of Israel will make its best effort to ensure that agricultural commodities provided under this Title I Agreement are restricted to use within the geographic areas which were subject to State of Israel administration prior to June 5, 1967.

B. The local currency proceeds generated from the sale of the Title I commodities intended for program uses under Item V and Item VI of the Agreement shall be restricted to use within the geographic areas which were subject to State of Israel administration prior to June 5, 1967.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Washington, this twenty-third day of July, 1980, in duplicate.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harold H. Saunders [1]

FOR THE GOVERNMENT OF ISRAEL:

[2]

[1] Harold H. Saunders.
[2] Ephraim Evron.

Minutes of Negotiation for
Agreement for the Sale
of Agricultural Commodities
Under U.S. Public Law 480[1]
Fiscal Year 1980

Representatives of the Government of the United States of America and the Government of Israel conducted negotiations in which the United States Government agreed to sell the State of Israel corn/grain sorghum valued at U.S. $1.0 million under the Title I provisions of U.S. Public Law 480. In the process of reviewing the provisions entered in the agreement, the following items of clarification and emphasis were brought to the attention of the Israeli negotiators:

1. The $1.0 million export market value of corn/grain sorghum mentioned in Part II of the agreement represents the maximum value for which a purchase authorization may be issued, and against which the initial payment will be measured.

2. The Israeli delegation requested much more wheat, vegetable oil, and feed grains than the U.S. can agree to under the current reduced budget. It was pointed out by the U.S. delegation during the negotiations that it is U.S. Government policy to phase-out many of the P.L. 480 programs with countries having a GNP per capita income in excess of $625 (based on International Development Association criteria).

3. Item II of Part II (Payment Terms) is the same as the previous agreement.

4. In the Usual Marketing Table, the Usual Marketing Requirement has been changed to corn/grain sorghum in Fiscal Year 1980 from wheat/wheat flour in the Calendar Year 1979 agreement. The Usual Marketing Requirement for corn/grain sorghum in Fiscal Year 1980 is 860,000 metric tons. During the discussion of this item, the Israeli delegation noted that it does not foresee any difficulty in complying with the level of the UMR this year.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

5. Items V and VI of Part II (Self-Help Measures and Economic Development Use of Proceeds) are substantially the same as the previous agreement.

6. The requirements for advance information on intended purchases under the P.L. 480 agreement were discussed. It was explained that such information is necessary in order to allow U.S. Department of Agriculture personnel to conform to U.S. legislative requirements covered by Section 401(A) and (B) of P.L. 480.

7. The distribution of Title I commodities and of local currency proceeds generated from the sale of Title I commodities intended for program uses under Items V and VI of the agreement shall be restricted to use within the geographic areas which were subject to the State of Israel administration prior to June 5, 1967.

8. The Israeli delegation was reminded that reporting under P.L. 480 agreements is very important and were asked to submit the required reports as promptly as possible.

9. It was pointed out to the Israeli delegation that the agreement permits the export of 1,900 metric tons of corn/grain sorghum and other feed grains as feed rations which normally contain an average of 60 percent feed grains and 40 percent feed concentrates.

10. The Israeli representatives agreed to continue the Usual Marketing Requirements for feed grains in order to assure normal commercial purchases after this Title I agreement.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Harold H. Saunders

FOR THE GOVERNMENT OF ISRAEL:

NEPAL

Resource Conservation and Utilization

Agreement signed at Kathmandu August 31, 1980;
Entered into force August 31, 1980.

A.I.D. Project Number 367-0132

PROJECT GRANT AGREEMENT

between

HIS MAJESTY'S GOVERNMENT OF NEPAL

and the

UNITED STATES OF AMERICA

for

RESOURCE CONSERVATION AND UTILIZATION

Dated: August 31, 1980

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Annex 1 - Amplified Description of Project

[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D Project No. 367-0132

Project Grant Agreement

Dated: August 31, 1980

Between

His Majesty's Government of Nepal (hereinafter referred to as "HMG/N")

And

The United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the Parties named above with respect to the undertakings by the Parties regarding the Project and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1 Definition of Project. The Project, which is further described in Annex 1, will consist of resource conservation and utilization activities such as reforestation, better range management practices, development of alternative sources of energy to open wood fires, improvement of agricultural methods and watershed management. These major activities will receive support through inventory and monitoring systems coupled with training and institutional development which will include extension services and increased rural credit.

SECTION 2.2 Annex 1. Annex 1, attached herewith, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment of this Agreement.

SECTION 2.3. Incremental Nature of Project:

(a) The Parties' contributions to the Project will be provided in increments, the initial ones being made available in accordance with Section 3.1, and 3.2. of this Agreement. Subsequent increments will be subject to availability of funds to the Parties for this purpose, and to the mutual Agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the HMG/N, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3: Financing

SECTION 3.1. The Grant. To assist HMG/N to meet the costs of carrying out the Project, A.I.D. plans to provide twenty seven million four hundred ninety-eight thousand, two hundred United States (U.S.) dollars ($27,498,200) over the life of the Project, subject to the availability of funds and to the mutual agreement of the Parties, at the time of subsequent increments, to proceed. As the first increment, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant HMG/N under the

[1] 75 Stat. 424; 22 U.S.C. § 2151.

terms of this Agreement not to exceed two million four hundred thousand United States ("U.S.") Dollars ($2,400,000) (hereinafter referred to as "Grant"). The grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project.

SECTION 3.2. HMG/N Resources for the Project

(a) HMG/N agrees to provide or cause to be provided for the Project, in addition to the Grant, the other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by HMG/N over the life of the Project, including costs borne on an "in-kind" basis, are planned to be the equivalent of approximately five million sixty thousand five hundred U.S. Dollars ($5,060,500), subject to the availability of funds and to the mutual agreement of the Parties, at the time of subsequent increments, to proceed. As the first increment, HMG/N agrees to provide the equivalent of approximately one hundred and one thousand, two hundred U.S. Dollars ($101,200).

SECTION 3.3 Project Assistance Completion Date

(a) The Project Assistance Completion Date (hereinafter referred to as "PACD"), which is July 15, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties expect that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize release of the Grant for services performed subsequent to the PACD or for goods furnished for the project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for release, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D., or any bank described in Section 7.1, below, no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., after consultation with HMG/N, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for release, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Release.

SECTION 4.1. Release. Prior to release under the Grant, or to the issuance by A.I D. of documentation pursuant to which release will be made, HMG/N will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to the Parties:

(a) An opinion of the Ministry of Finance that this Agreement has been duly authorized, and executed on behalf of HMG/N and that it constitutes a valid and legally binding obligation of HMG/N;

(b) A statement of the name of the person holding or acting in the offices of HMG/N specified in Section 8.2., and of any additional representatives, together with a specimen signature of each person specified in such statement; and

(c) Evidence that HMG/N has created a position of Project Coordinator to implement the Project, and that the position has been filled by a person with experience and education necessary to implement the Project.

SECTION 4.2. Additional Release. Prior to release under the Grant, or to issuance by A.I.D. of documentation pursuant to which release will be made, for any purpose other than to finance technical assistance services, inventory, monitoring, and start-up costs, HMG/N will, except as the parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to the Parties:

(a) An implementation plan for the entire Project including the role of the implementing agencies, approximate time - phasing of subprojects, and estimated budget requirements; and

(b) Evidence that the Catchment Conservation Committees, in form and with membership acceptable to both Parties, have been established in each target area to begin Project implementation.

SECTION 4.3. Release for Specific Actions

In addition to the requirements of Sections 4.1 and 4.2, prior to release under the Grant or to issuance by A.I.D. of documentation pursuant

to which release will be made for certain specific activities hereinafter enumerated, HMG/N will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to the Parties:

(a) For subprojects, an implementation plan for each such subproject, to include a time-phased schedule of actions necessary to complete each such subproject, evidence that adequate staff will be assigned to each such subproject, and estimated budget requirements for each such subproject;

(b) For construction activities under each subproject, evidence of an environmental review conducted at the time of site selection and a mutually agreed upon plan of action with regard to such site which fully takes into account such environmental review;

(c) For project allowances, a plan setting forth the eligible uses for such allowances, the criteria for participation in and receipt of such allowances and the procedures by which such allowances will be administered;

(d) For the local Resources Conservation Coordination Fund, a plan for participation by each of the credit institutions in the fund, setting forth the eligible uses for such fund, the criteria and conditions for extending credit from such fund, including among others, types of credit, eligible recipients, interest rates, and terms of repayment, the procedures for administration and the eligible uses of the repayments made to such fund; and

(e) For construction of any new irrigation system, HMG/N will undertake an environmental study of each such irrigation system, and prepare a plan to carry out the recommendations of such study, as will be agreed upon by the Parties.

SECTION 4.4. Notification. When A.I.D. has determined that the conditions precedent specified in Section 4.1, Section 4.2, and Section 4.3 have been met, it will promptly notify HMG/N.

SECTION 4.5. Terminal Dates for Conditions Precedent

(a) If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to HMG/N.

(b) If all of the conditions specified in Section 4.2 have not been met within 180 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then unreleased balance of the Grant, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to HMG/N.

(c) Since the conditions specified in Section 4.3 may be met at varying times throughout the life of the Project, no terminal dates shall be established.

Article 5: Covenants

SECTION 5.1. Project Coordinator. HMG/N covenants to fill continuously during the life of the Project the position of Project Coordinator established in accordance with Section 4.1 (c) with a qualified, experienced person.

SECTION 5.2. Agency Participation. HMG/N agrees to make arrangements to ensure that agencies including autonomous agencies, which participate in the Project agree to carry out activities as planned and to make their fiscal records regarding such activities available to representatives of both Parties.

SECTION 5.3. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Releases pursuant to Section 7.1. will be used exclusively to finance the costs of goods

and services required for the Project having their source and origin in the countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services ("Foreign Exchange Costs"), except as provided in the Project Grant Standard Provisions Annex 2 Section C.1.(b) with respect to marine insurance. Ocean transportation costs will be financed under the Grant only on vessels under flag registry of the United States, HMG/Nepal, or countries included in Code 941 of the A.I.D. Geographic Code Book, except as A.I.D. may otherwise agree in writing.

SECTION 6.2. Local Currency Costs. Releases pursuant to Section 7.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Nepal ("Local Currency Costs").

Article 7: Release

SECTION 7.1. Release for Foreign Exchange Costs

(a) After satisfaction of conditions precedent, HMG/N may obtain releases of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) By submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for release for such goods or services, or, (B) requests for A.I.D. to procure commodities or services on HMG/N's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment of specified amounts (A) to one or more U.S. Banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by HMG/N in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless HMG/N instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Release for Local Currency Costs

(a) After satisfaction of conditions precedent, HMG/N may obtain releases of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such releases may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase.

(c) The U.S. Dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b) above, the amount of U.S. Dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Other Forms of Release. Releases of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2., if funds provided under the Grant are introduced into Nepal by A.I.D. or on behalf of A.I.D. by any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, HMG/N will make such arrangement as may be necessary so that such funds may be converted into currency of Nepal at the official rate of exchange.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following addressed:

To HMG/N:

Mail and Cable Address:

For Ministry of Finance

Joint Secretary
Foreign Aid & Programming Division
Ministry of Finance
His Majesty's Government
Babar Mahal
Kathmandu, Nepal

For Department of Soil Conservation and
Watershed Management

Director General
Department of Soil Conservation and
Watershed Management
His Majesty's Government
Babar Mahal
Kathmandu, Nepal

To A.I.D.:

Mail and Cable Address:

Director
U.S. Agency for International
Development
c/o American Embassy
Kathmandu, Nepal

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For purposes of implementing this Agreement, HMG/N will be represented by the Secretary or Joint Secretary, Ministry of Finance and A.I.D. will be represented by the Director, USAID/Nepal, each of whom by written notice, may designate additional representatives. The names of the representatives of HMG/N, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex 2. A Project Grant Standard Provisions Annex 2 [1] is attached to and forms part of this Agreement.

SECTION 8.4. It is agreed that expatriate personnel assigned to this Project shall not be allowed entry into the restricted areas covered by this Project in accordance with the prevailing regulations of HMG/N.

IN WITNESS WHEREOF, His Majesty's Government of Nepal and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

On Behalf of His Majesty's Government of Nepal

BY: _____
Goraksha Bahadur Nhuchhe Pradhan
TITLE: Secretary, Ministry of Finance

On Behalf of The United States of America

BY: _____
Phillip R. Trimble
TITLE: Ambassador

[1] See footnote 1, p 2581.

ANNEX 1

Amplified Description of Project

Resource Conservation and Utilization

I. Description: The Resource Conservation and Utilization Project (RCUP) is a multifaceted and integrated five year project which has been formulated within the frame work of a fifteen year prospective program that will attempt to arrest the rapid degradation of Nepal's environment. Reforestation, better range management, development of alternative sources of energy to open wood fires, improvement of agricultural methods and watershed management are among the resource conservation methods that will be implemented in an attempt to control this degradation. In order to obtain the personnel to help carry out the project and to deal with the problem over the longer run, a multitiered training program will be developed.

These major activities will receive project support through an inventory and monitoring system which will record and assess environmental conditions and changes and the reasons for them. In addition, a Local Resource Conservation Coordination fund will provide villagers with access to credit to facilitate their participation in the planned activities.

Two catchment areas have been selected by HMG/N for participation in the RCU project. They are Gorkha and Mustang/Myagdi. These activities and catchments are described in the project paper providing background documentation for funding this grant agreement.

The project will attempt an integration of major components exerting an influence on the inter-dependent socio-economic and ecological

system that exists in the hills. The project will proceed in two directions simultaneously. One is to promptly implement the suggested resource and social actions to begin the reversal of the environmental degradation process. The second is to institutionally strengthen the in-country educational and technical training capabilities so that resource management talent is developed as rapidly as possible. The implementation plan in the project paper may be referred to for identification of dates for the specific actions which should be taken to effectively carry out the project.

II. Budget:

RCUP inputs will be directed to both production oriented and supporting categories over a five year period, totaling an estimated $32,558,700 A.I.D. and HMG/N will jointly finance these activities with contributions of approximately $27,498,200 and $5,060,500 respectively. It should be noted that, as stated in Section 2.3 of the Grant Agreement, A.I.D.'s contribution is provided in increments and the provision of subsequent increments is subject to the availability of funds for this purpose and subject to the agreement of the parties, at such time, to proceed.

A. Technical Assistance: The project will require approximately 408 person months of long-term advisers (costing about $4,080,000) and approximately 90 person months of short-term consultants (costing about $936,000). Additional funds ($420,000) are budgeted for the

contractor's home office support and to develop an orientation course for Peace Corp Volunteers who will be assigned to the project. There is also a budget for local staff of $117,700. HMG/N will supply local professionals and staff support to the project, valued at approximately $1,833,400.

B. Participant Training: A.I.D.'s input is estimated to be able to finance 49 long-term participants and 99 person months of short-term overseas training for a budgeted total of $2,101,500.

C. Local Consultants: Architects and engineers for construction components and social, economic and natural resource scientists for monitoring, evaluations and special studies will be required throughout the project's life. Total financing by A.I.D. for these items is estimated at $619,000.

D. Commodities: A.I.D.'s contribution is budgeted at $5,028,800 and HMG/N's is budgeted at $741,500 totaling $5,770,300 over five years. These funds are required for the purchase of equipment and construction materials such as electrical, plumbing and other materials that will be needed for buildings and project operations. Vehicles and specialized teaching equipment will also be purchased to support the technical assistance team, consultants and HMG/N personnel who are involved in the project.

E. Project Allowances: $810,900 provided by A.I.D. is budgeted for project-associated personnel. This will include, among other

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things, stipend allowances which were recommended in the joint ODA/USAID report on training and to pay for field demonstration trips by local farmers.

F. Local Resource Conservation Coordination Fund: An initial credit fund will be established to stimulate farmer interest in converting degraded land to environmentally sound land uses. Provision is also included to contribute to established credit institutions such as the Agricultural Development Bank, Agricultural Inputs Corporation and the cooperatives program. The total A.I.D. input for these programs is budgeted at $529,000 with HMG/N contributions budgeted at $135,000 for farmer credit.

G. Other Costs: A.I.D.'s budget for the other cost component totals $3,922,600 and will finance items such as labor for construction and maintenance, operation and maintenance of vehicles and other supporting items for the project. HMG/N's input is budgeted at $565,200 and includes costs for rental of buildings, and purchase of land.

H. Budget Estimates: The budget figures discussed above are taken from the Project Paper's budget and should be considered estimates. It is understood that the exact amounts may be altered as appropriate by Project Implementation Letters signed by the principal representatives provided for in Section 8.2 of the Grant Agreement, without altering the total commitment of the parties.

COLOMBIA

Criminal Investigations

Agreement effected by exchange of letters
Signed at Washington August 28 and September 10, 1980;
Entered into force September 10, 1980.

The Colombian Ambassador to the Assistant Attorney General, Criminal Division

EMBAJADA DE COLOMBIA
WASHINGTON, D. C.

August 28, 1980
3697

The Honorable
Philip B. Heymann
Assistant Attorney General
Criminal Division
U.S. Department of Justice
Washington, D.C. 20530

Dear Mr. Heymann:

I have the honor to refer to the Agreement on Procedures for Mutual Assistance in the Administration of Justice in Connection with the Lockheed Aircraft Corporation Matter, signed in Washington on the 22nd day of April, 1976.[1] The Procurador General de la Nación requests that the operation of the Agreement be extended to include alleged illicit acts pertaining to the activities in Colombia of Bethlehem Steel Corporation, and its subsidiaries or affiliates.

The Government of Colombia undertakes to exchange information relating to Bethlehem Steel Corporation under the same terms and conditions of those contained in the aforementioned Agreement.

Please accept the assurances of my highest consideration.

Sincerely,

Virgilio Barco,
Colombian Ambassador

[1] TIAS 8244, 9809; 27 UST 1059; *ante*, p. 1921.

The Deputy Assistant Attorney General, Criminal Division, to the Colombian Ambassador

United States Department of Justice
ASSISTANT ATTORNEY GENERAL
CRIMINAL DIVISION
WASHINGTON, D.C. 20530

SEP 10 1980

Honorable Virgilio Barco
Ambassador of Colombia
Embassy of Colombia
Washington, D.C. 20008

Dear Mr. Ambassador:

I have the honor to refer to your letter of August 28, 1980, which states in pertinent part:

> "I have the honor to refer to the Agreement on Procedures for Mutual Assistance in the Administration of Justice in Connection with the Lockheed Aircraft Corporation Matter, signed in Washington on the 22nd day of April, 1976. The Procurador General de la Nacion requests that the operation of the Agreement be extended to include alleged illicit acts pertaining to the activities in Colombia of Bethlehem Steel Corporation, and its subsidiaries or affiliates.
>
> The Government of Colombia undertakes to exchange information relating to Bethlehem Steel Corporation under the same terms and conditions of those contained in the aforementioned Agreement."

The United States Department of Justice agrees, effective today, to extend the Agreement of April 22, 1976, to include the activities of Bethlehem Steel Corporation, as requested in your letter.

Please accept the assurances of my highest consideration.

Sincerely,

Philip B. Heymann
Assistant Attorney General
Criminal Division

By: Mark M. Richard
Deputy Assistant Attorney General
Criminal Division

JAPAN

Air Transport Services

Memorandum of consultations signed at Tokyo September 20, 1980;
Entered into force September 20, 1980.

MEMORANDUM OF CONSULTATIONS

Representatives of the Government of Japan and the Government of the United States, after consultations, have agreed to record that the following provisional measures will remain in effect until the conclusion of the revision talks on the Civil Air Transport Agreement between the two countries, or December 31, 1982, whichever is earlier, or until otherwise agreed by the two sides.

1. The Government of Japan, upon the filing of schedules with its aeronautical authorities, will promptly authorize an increase in Air Micronesia's*/ services from Saipan to Tokyo of seven roundtrip flights per week, using B-727 series aircraft.

The Government of Japan, upon the filing of schedules with its aeronautical authorities, will approve an additional increase in Air Micronesia's services from Saipan to Tokyo of four more roundtrip flights per week using B-727 series aircraft, for implementation on October 1, 1981, or, at Air Micronesia's discretion, a later date.

2. At a time subject to its discretion, the Government of Japan will permit Air Micronesia to operate seven roundtrip flights by B-727 series aircraft per week between

Saipan

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*/ As used in this memorandum, "Air Micronesia" means Continental/Air Micronesia or its corporate successor.

Saipan and Nagoya. (It is understood that Air Micronesia will have discretion to operate a lesser number of such roundtrip flights and it is further understood that, subject to the provisions of paragraph 3, the total number of additional services in paragraph 1 and this paragraph will not exceed the level of eleven roundtrip flights per week.)

3. For all services between Guam/Saipan and Japan, any increase above the present level*/ of services (or, in the case of Air Micronesia, any increase above the level mentioned in paragraphs 1 and 2), the following procedures will be used: an application for further increases in frequencies by the designated airlines of either country will be submitted in advance for approval by the aeronautical authorities of the other country in accordance with their respective laws and regulations. When such approval is granted, the airline(s) of that other country will be permitted an equal increase in frequencies. The Government of that other country has the sole discretion to allocate frequencies among its designated airlines. This paragraph is intended to apply to capacity issues and not to affect routes.

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*/ The "present level" with regard to the Japanese designated airline on the Tokyo-Saipan-Guam route means seven roundtrip flights per week.

4. Upon notification by the Government of Japan that Air Micronesia may operate its services on the Saipan/Nagoya route, the Government of the United States will promptly authorize a Japanese designated airline to commence scheduled cargo services between Tokyo and Chicago at the level of two roundtrip flights per week.

5. For the purposes of this memorandum, frequencies will be calculated on the basis of narrow-body aircraft according to the following formula: one roundtrip frequency using a wide-body aircraft is the equivalent of two roundtrip frequencies using narrow-body aircraft.

6. The Government of the United States maintains, as a matter of principle, that Air Micronesia is entitled to serve Osaka, and the provisional measures recorded in this memorandum are without prejudice to that position. The Government of Japan maintains that given the current physical constraints of the Osaka Airport, and taking into account the fact that at present there are already three designated airlines of the US serving Osaka, its legal obligation under the Civil Air Transport Agreement between the two countries is being fulfilled. These provisional measures are also without prejudice to the position of either government on any other issue relating to the provision of air services between Saipan/Guam and Japan.

Takahazu Kuriyama
For the Japanese Delegation

B. Boyd Hight
For the United States

Toyoichiro Nakada
For the Japanese
Aeronautical Authorities

Tokyo, September 20, 1980

CAMEROON

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Yaounde March 3 and June 19, 1980;
Entered into force June 19, 1980.

The American Embassy to the Cameroonian Ministry of Foreign Affairs

No. 114

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the government of the United Republic of Cameroon and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government—

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the government of Cameroon may include training related to defense articles with respect to which the agreement of the government of Cameroon to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the government of Cameroon, shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this occasion to renew to the Ministry the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
March 3, 1980

The Cameroonian Ministry of Foreign Affairs to the American Embassy

République Unie du Cameroun - United Republic of Cameroon

Ministère des Affaires Etrangères - Ministry of Foreign Affairs

N° 5775/DIPL/2

19 Juin 1980

Le Ministère des Affaires Etrangères de la République Unie du Cameroun présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Yaoundé et, se référant à sa note verbale n° 114 du 03 Mars 1980,

A l'honneur de lui faire savoir que le Gouvernement Camerounais accepte la proposition de cette Ambassade selon laquelle la note verbale précitée et la réponse signifiée par note du Ministère des Affaires Etrangères de la République Unie du Cameroun constituent un accord entre les deux Gouvernements au sujet du programme américain d'Education et de Formation Militaires International (ou programme I M E T), entrant en vigueur à compter de la date de la réponse du Ministère.

Le Ministère des Affaires Etrangères de la République Unie du Cameroun saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération./-

AMBASSADE DES ETATS-UNIS D'AMERIQUE

YAOUNDE

TIAS 9862

TRANSLATION

United Republic of Cameroon
Ministry of Foreign Affairs

No. 5775/DIPL/2

The Ministry of Foreign Affairs of the United Republic of Cameroon presents its compliments to the Embassy of the United States of America at Yaounde and, with reference to its note verbale No. 114 of March 3, 1980, has the honor to inform it that the Government of Cameroon agrees to the Embassy's proposal that the aforementioned note verbale and the note in reply from the Ministry of Foreign Affairs of the United Republic of Cameroon shall constitute an agreement between the two Governments regarding the United States International Military Education and Training Program (IMET Program), to enter into force on the date of the Ministry's reply.

The Ministry of Foreign Affairs of the United Republic of Cameroon avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

[Initialed]
[SEAL]

Embassy of the United States
of America,
Yaounde.

MULTILATERAL

Atomic Energy: Transfer of Research Reactor and Enriched Uranium to Malaysia

Agreement signed at Vienna September 22, 1980;
Entered into force September 22, 1980.
With exchange of notes and related letter.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENTS OF MALAYSIA AND THE UNITED STATES OF AMERICA CONCERNING THE TRANSFER OF A RESEARCH REACTOR AND ENRICHED URANIUM

WHEREAS the Government of Malaysia (hereinafter called "Malaysia") desiring to establish a project consisting of a reactor for research purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing a TRIGA Mark II reactor and the special fissionable material therefor;

WHEREAS Malaysia on 29 February 1972[1] concluded with the Agency an agreement for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons[2] (hereinafter called the "Treaty Safeguards Agreement");

WHEREAS Malaysia and the Government of the United States of America (hereinafter called the "United States") reaffirm their support of the objectives of the Statute of the Agency[3] (hereinafter called the "Statute") and their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which, to the maximum extent, will prevent the proliferation of nuclear explosive devices;

WHEREAS Malaysia has made arrangements with a manufacturer in the United States of America (hereinafter called the "manufacturer") for the purchase of a TRIGA Mark II reactor and for the fabrication of enriched uranium into fuel elements for the reactor;

WHEREAS under the Agreement for Co-operation between the Agency and the United States, concluded on 11 May 1959, as amended[4] (hereinafter called the "Co-operation Agreement"), the United States undertook to make available to the Agency pursuant to the Statute certain quantities of special fissionable material, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for Members of the Agency in connection with an Agency project;

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[1] IAEA doc. INFCIRC/182, 5/18/73.
[2] Done July 1, 1968 TIAS 6839; 21 UST 483.
[3] Done Oct. 26, 1956. TIAS 3873, 5284, 7668; 8 UST 1093; 14 UST 135; 24 UST 1637.
[4] TIAS 4291, 7852, 9762; 10 UST 1424; 25 UST 1199; 31 UST. *ante,* p. 1143.

WHEREAS, pursuant to the Co-operation Agreement, the Agency and the United States on 14 June 1974[1] concluded a Master Agreement Governing Sales of Source, By-Product and Special Nuclear Materials for Research Purposes (hereinafter called the "Master Agreement"); and

WHEREAS the Board of Governors of the Agency (hereinafter called the "Board") approved the project on // June 1980,

NOW THEREFORE the Agency, Malaysia and the United States hereby agree as follows:

ARTICLE I

Definition of the Project

1. The project to which this Agreement relates is the establishment at the Tun Ismail Atomic Research Centre at Bangi, Selangor, in Malaysia of a TRIGA Mark II research reactor, including any necessary ancillary equipment, (hereinafter called the "supplied reactor"), to be operated by the Centre.

2. This Agreement shall, mutatis mutandis, apply to any additional assistance provided by the Agency to Malaysia for the project.

3. Except as specified in this Agreement, neither the Agency nor the United States assumes any obligations or responsibilities insofar as the project is concerned.

ARTICLE II

Supply of the Reactor

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Malaysia of the supplied reactor.

2. All arrangements for the transfer, delivery and installation of the supplied reactor shall be made between Malaysia and the manufacturer. These arrangements shall provide that title to the supplied reactor shall pass to Malaysia upon delivery to a carrier mutually agreed upon by Malaysia and the manufacturer.

ARTICLE III

Supply of Enriched Uranium

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Malaysia of the following materials (hereinafter called the "supplied materials") for the supplied reactor:

(a) Approximately 24 760 grams of uranium enriched to approximately 19.90 per cent by weight in the isotope uranium-235, contained in fuel elements; and

(b) Approximately 7.6 grams of uranium enriched to approximately 93 per cent by weight in the isotope uranium-235, electrodeposited in neutron detectors.

[1] Not printed.

2. The United States, subject to the provisions of the Co-operation Agreement and the Master Agreement and to the issuance of any required licences or permits, shall transfer to the Agency and the Agency shall transfer to Malaysia the supplied materials.

3. The particular terms and conditions for the transfer of the supplied materials, including all charges for or connected with such materials, a schedule of deliveries and shipping instructions, shall be specified in a Supplemental Contract to the Master Agreement to be concluded by the Agency, Malaysia and the United States (hereinafter called the "Supplemental Contract") in implementation of this Agreement.

4. The supplied reactor and the supplied materials and any special fissionable material used in or produced through the use of either, including subsequent generations of produced special fissionable material, shall be used exclusively by and remain at Tun Ismail Atomic Research Centre, unless Malaysia and the United States otherwise agree.

5. The supplied materials and any special fissionable material used in or produced through the use of the supplied reactor or the supplied materials, including subsequent generations of produced special fissionable material, shall be stored or reprocessed or otherwise altered in form or content only under conditions and in facilities acceptable to Malaysia and the United States. Such materials shall not be further enriched unless Malaysia and the United States agree.

ARTICLE IV

Shipment of the Supplied Materials

All arrangements for the export from the United States of America of the supplied materials shall be the responsibility of Malaysia and the manufacturer. Prior to the export of any part of such materials, Malaysia shall notify the Agency of the amount thereof and of the date, place and method of shipment.

ARTICLE V

Payment

1. Malaysia shall pay the manufacturer all charges for or connected with the supplied reactor and the fabrication of the supplied materials into fuel elements and neutron detectors, in accordance with the arrangements made between Malaysia and the manufacturer.

2. Malaysia shall pay the United States all charges for or connected with the supplied materials in accordance with the provisions of the Supplemental Contract, except as provided for in paragraph 4 of this Article.

3. In extending their assistance for the project, neither the Agency nor the United States assumes any financial responsibility inconnection with the transfer of the supplied reactor and the supplied materials by the United States to Malaysia.

4. In order to assist and encourage research on peaceful nuclear uses or for medical therapy, the United States has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to $50 000 at the time of transfer, to be supplied from the amounts specified in Article II. A of the Co-operation Agreement. If the United States finds the project to which this Agreement relates eligible, it shall decide by the end of the calendar year in which this Agreement is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and Malaysia of that decision. The payments provided for in paragraph 2 of this Article shall be reduced by the value of any gift material thus made available or, if payments for such material have been made by Malaysia, the United States shall credit Malaysia with the value of such material.

ARTICLE VI

Transport, Handling and Use

Malaysia and the United States shall take all appropriate measures to ensure the safe transport, handling and use of the supplied reactor and the supplied materials. Neither the United States nor the Agency warrants the suitability or fitness of the supplied reactor or the supplied materials for any particular use or application or shall at any time bear any responsibility towards Malaysia, or any person for any claims arising out of the transport, handling and use of the supplied reactor or the supplied materials.

ARTICLE VII

Safeguards

1. Malaysia undertakes that the supplied reactor, the supplied materials and any special fissionable material used in or produced through the use of either, including subsequent generations of produced special fissionable material, shall not be used for the manufacture of any nuclear weapon or any nuclear explosive device, or for research on or the development of any nuclear weapon or any nuclear explosive device, or for any other military purpose.

2. The safeguards rights and responsibilities of the Agency provided for in Article XII. A of the Statute are relevant to the project and shall be implemented and maintained with respect to the project. Malaysia shall co-operate with the Agency to facilitate the implementation of the safeguards required by this Agreement.

3. The implementation of the Agency's safeguards rights and responsibilities referred to in paragraph 2 of this Article is satisfied by the application of safeguards procedures pursuant to the Treaty Safeguards Agreement signed on 29 February 1972 and which entered into force on the same date.

4. In the event the Board determines, in accordance with Article XII. C of the Statute, that there has been any non-compliance with paragraph 1 or 2 of this Article, the Board shall call upon Malaysia to remedy such non-compliance forthwith, and the Board shall make such reports as it deems appropriate. In the event of failure by Malaysia to take fully corrective action within a reasonable time, the Board may take any other measures provided for in Article XII. C of the Statute.

5. Upon request of the United States, Malaysia shall inform the United States of the status of all inventories of any materials required to be safeguarded pursuant to this Agreement. If the United States so requests, Malaysia shall permit the Agency to inform the United States of the status of all such inventories to the extent such information is available to the Agency.

ARTICLE VIII

Safety Standards and Measures

The safety standards and measures specified in Annex A to this Agreement shall apply to the project.

ARTICLE IX

Agency Inspectors

The relevant provisions of the Treaty Safeguards Agreement shall apply to Agency inspectors performing functions pursuant to this Agreement.

ARTICLE X

Scientific Information

In conformity with Article VIII. B of the Statute, Malaysia shall make available to the Agency without charge all scientific information developed as a result of the assistance provided by the Agency for the project.

ARTICLE XI

Languages

All reports and other information required for the implementation of this Agreement shall be submitted to the Agency in one of the working languages of the Board.

ARTICLE XII

Physical Protection

1. Malaysia undertakes that adequate physical protection measures shall be maintained with respect to the supplied reactor and the supplied materials and any special fissionable material used in or produced through the use of the supplied reactor or any supplied material, including subsequent generations of produced special fissionable material.

2. The Parties to this Agreement (hereinafter called the "Parties") agree to the levels for the application of physical protection set forth in Annex B to this Agreement, which levels may be modified by mutual consent of the Parties without amendment to this Agreement. Malaysia shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in Agency document INFCIRC/225/Rev.1, entitled "The Physical Protection of Nuclear Material", as it may be revised from time to time.

ARTICLE XIII

Settlement of Disputes

1. Any decision of the Board concerning the implementation of Article VII, VIII or IX shall, if the decision so provides, be given effect immediately by the Agency and Malaysia pending the final settlement of any dispute.

2. Any dispute arising out of the interpretation or implementation of this Agreement, which is not settled by negotiation or as may otherwise be agreed by the parties concerned, shall on the request of any such party be submitted to an arbitral tribunal composed as follows: each party to the dispute shall designate one arbitrator and the arbitrators so designated shall by unanimous decision elect an additional arbitrator, who shall be the Chairman. If the number of arbitrators so selected is even, the parties to the dispute shall by unanimous decision elect an additional arbitrator. If within thirty (30) days of the request for arbitration any party to the dispute has not designated an arbitrator, any other party to the dispute may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if within thirty (30) days of the designation or appointment of the arbitrators, the Chairman or any required additional arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedures shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties to the dispute, shall be final and binding on all the parties concerned. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

ARTICLE XIV

Entry into Force and Duration

1. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Malaysia and the United States.

2. This Agreement shall continue in effect so long as any material, equipment or facility which was ever subject to this Agreement remains in the territory of Malaysia or under its jurisdiction or control anywhere, or until such time as the Parties agree that such material, equipment or facility is no longer usable for any nuclear activity relevant from the point of view of safeguards.

DONE in Vienna on the twenty-second day of September 1980, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Sigvard Eklund [1]

For the GOVERNMENT OF MALAYSIA: Khor Eng Hee [2]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Gerard C. Smith [3]

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[1] Sigvard Eklund.
[2] Khor Eng Hee.
[3] Gerard C. Smith.

ANNEX A

SAFETY STANDARDS AND MEASURES

1. The safety standards and measures applicable to the project shall be those defined in Agency document INFCIRC/18/Rev.1 (hereinafter called the "Safety Document") and as specified below.

2. Malaysia shall apply the Agency's Basic Safety Standards for Radiation Protection and the relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials, as they are revised by the Agency from time to time, and shall as far as possible apply them also to any shipment of the supplied material outside the jurisdiction of Malaysia. Malaysia shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice.

3. Malaysia shall arrange for the submission to the Agency, at least 60 days prior to the proposed transfer of any part of the supplied materials to the jurisdiction of Malaysia, of a detailed safety analysis report containing the information specified in paragraph 4.7 of the Safety Document, with particular reference to the following types of operations, to the extent that such information is relevant and not yet available to the Agency:

(a) Receipt and handling of the supplied materials;

(b) Loading of the fuel elements into the supplied reactor;

(c) Start-up and pre-operational testing of the supplied reactor with the supplied materials;

(d) Experimental program and procedures involving the supplied reactor;

(e) Unloading of the fuel elements from the supplied reactor;

(f) Handling and storage of the fuel elements after unloading.

Once the Agency has determined that the safety measures provided for are adequate, it shall give its consent for the start of the assisted operation. Should Malaysia desire to make substantial modifications to the procedures with respect to which information has been submitted, or to perform any operations with the supplied reactor or the supplied materials with respect to which operations no such information has been submitted, it shall submit to the Agency all relevant information as specified in paragraph 4.7 of the Safety Document, on the basis of which the Agency may require the application of additional safety measures in accordance with paragraph 4.8 of the Safety Document. Once Malaysia has undertaken to apply the additional safety measures requested by the Agency, the Agency shall give its consent for the modifications or operations referred to above.

4. Malaysia shall arrange for submission to the Agency, as appropriate, of the reports specified in paragraphs 4.9 and 4.10 of the Safety Document.

5. The Agency may, in agreement with Malaysia, send safety missions for the purpose of providing advice and assistance to Malaysia in connection with the application of safety measures to the project, in accordance with paragraphs 5.1 and 5.3 of the Safety Document. Special safety missions may be arranged by the Agency in the circumstances specified in paragraph 5.2 of the Safety Document.

6. Changes in the safety standards and measures laid down in this Annex may be made in accordance with paragraphs 6.1 to 6.3 of the Safety Document.

ANNEX B

LEVELS OF PHYSICAL PROTECTION

Pursuant to Article VII, the agreed levels of physical protection to be ensured by the competent national authorities in the use, storage and transportation of nuclear material listed in the attached table shall as a minimum include protection characteristics as follows:

CATEGORY III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

CATEGORY II

Use and storage within a protected area to which access is controlled, i.e. an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements between sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of the supplier State and the recipient State, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e. a protected area as defined for Category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault short of war, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of Category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE CATEGORIZATION OF NUCLEAR MATERIAL[a]

Material	Form	Category I	Category II	Category III
1. Plutonium[a,f]	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
2. Uranium-235[d]	Unirradiated[b]			
	– uranium enriched to 20% ^{235}U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less[c]
	– uranium enriched to 10% ^{235}U but less than 20%	–	10 kg or more	Less than 10 kg[c]
	– uranium enriched above natural, but less than 10% ^{235}U	–	–	10 kg or more
3. Uranium-233	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]

[a] All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

[b] Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.

[c] Less than a radiologically significant quantity should be exempted.

[d] Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

[e] Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included in Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100 rads/h at one meter unshielded.

[f] The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

[EXCHANGE OF NOTES]

Excellency:

I have the honor to refer to the Project and Supply Agreement of September 22, 1980 between the International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of Malaysia and the Government of the United States of America whereby the Agency has granted its assistance to Malaysia in obtaining enriched uranium and a TRIGA research reactor for use at the Tun Ismail Atomic Research Center at Bangi, Malaysia (hereinafter referred to as the "Project and Supply Agreement").

During the discussions leading up to the Project and Supply Agreement which was signed today, the following understandings were reached between the Government of the United States of America and the Government of Malaysia.

If Malaysia or the United States becomes aware of circumstances which demonstrate that the Agency for any reason is not or will not be applying safeguards as provided for in paragraphs (2) and (3) of Article VII of the Project and Supply Agreement, the Party shall inform the other, and to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with Agency

safeguards principles and procedures, and with the coverage required by those paragraphs, and which provide assurance equivalent to that intended to be secured by the system they replace.

If either party becomes aware of circumstances referred to in the above paragraph, following consultation with Malaysia, the United States shall be permitted to conduct the activities listed below, unless the United States agrees that the need to exercise such activities is being satisfied by the application of Agency safeguards under arrangements pursuant to that paragraph:

(1) to review in a timely fashion the design of any equipment transferred pursuant to the Project and Supply Agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(2) to require the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred by the United States pursuant to the Project and Supply Agreement and any source or special nuclear material used in or produced through the use of any material or equipment so transferred; and

(3) to designate personnel, in consultation with Malaysia, who shall have access to all places and data

necessary to account for the material in paragraph (2), to inspect any equipment or facility referred to in paragraph (1), and to install any devices and make such independent measurements as may be deemed necessary to account for such material. Such personnel shall be accompanied by personnel designated by Malaysia.

Malaysia confirms its undertaking to establish and maintain a system of accounting for and control of all material subject to the Project and Supply Agreement, the procedures of which shall be comparable to those set forth in Agency document INFCIRC/153 (corrected), or in any revision of that document agreed to by Malaysia and the United States.

If Malaysia at any time following entry into force of the Project and Supply Agreement:

(a) does not comply with the provisions of Articles III.4, III.5, VII, and XII of the Project and Supply Agreement,

(b) terminates, abrogates or materially violates a safeguards agreement with the Agency, or

(c) detonates a nuclear explosive device;

the United States shall have the rights to cease further cooperation under the Project and Supply Agreement and to require the return of any material or equipment transferred under the Project and Supply Agreement and any special nuclear material produced through their use.

The United States and Malaysia shall periodically exchange through the Agency information concerning the physical protection measures maintained by Malaysia pursuant to Article XII of the Project and Supply Agreement. The adequacy and implementation of these physical protection measures may be reviewed from time to time, whenever either party is of the view that a revision may be required to maintain adequate physical protection.

If the Government of Malaysia concurs, it is suggested that this note and Your Excellency's reply be regarded as constituting an understanding between our two governments, which shall remain in force for the duration as provided in Article XIV of the Project and Supply Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:
Gerard C. Smith

His Excellency
Khor Eng Hee,
Ambassador Extraordinary and Plenipotentiary
to the Republic of Austria and
Resident Representative of Malaysia
to the International Atomic
Energy Agency.

SEP 2 2 1980

22nd September, 1980.

Your Excellency,

I have the honour to refer to your note of September 22, 1980 which sets forth certain understandings reached between the Government of Malaysia and the Government of the United States of America during discussions leading up to the Project and Supply Agreement of September 22, 1980 between the Government of Malaysia and the United States of America and the International Atomic Energy Agency, whereby the Agency granted its assistance to Malaysia in obtaining enriched uranium fuel and a Triga research reactor for use at the Tun Ismail Atomic Research Centre at Bangi, Malaysia.

The Government of Malaysia takes this opportunity to confirm its concurrence in all the understandings set forth in your note of September 22, 1980. The Government of Malaysia also agrees that Your Excellency's note and this reply shall be regarded as constituting a common understanding between our two governments, with the duration as provided in Article XIV of the Project and Supply Agreement.

Please accept, Your Excellency, the assurance of my highest consideration.

(KHOR ENG HEE)
Ambassador Extraordinary and Plenipotentiary
of Malaysia to the Republic of Austria, and
Resident Representative of Malaysia
to the International Atomic Energy Agency

His Excellency,
Mr. Gerard C. Smith,
Ambassador-at-Large;
United States Representative to the
International Atomic Energy Agency,
Vienna,
AUSTRIA.

[RELATED LETTER]

UNITED STATES MISSION TO THE
INTERNATIONAL ATOMIC ENERGY AGENCY

September 22, 1980

The Director General
International Atomic Energy Agency
Vienna International Center

Dear Mr. Director General:

Concerning allocation of the United States' gift offer of special nuclear material for 1980, I am pleased to inform you that the United States is prepared to provide the entire amount of $50,000 or approximately 5.48 kilograms of uranium with an enrichment of under 20 percent in U-235 for fuel for the TRIGA Research Reactor Project in Malaysia. This material will be provided in accordance with the Project and Supply Agreement between the IAEA and the Governments of Malaysia and the United States, concluded in Vienna on this date.

In accordance with established practice, the value of the special nuclear material to be provided as the United States gift for 1980 shall be calculated on the basis of the United States Department of Energy price schedule in effect on the date of the gift, as published in the United States Federal Register. The supply of the material will be subject to the necessary United States export authorization and related conditions consistent with the United States nuclear supply policy.

If the IAEA is agreeable to the foregoing arrangements, I would propose that you countersign both copies of this letter as indicated below. This letter will thereupon constitute the necessary agreement between the Government of the United States of America and the IAEA under which the United States may allocate the gift.

Sincerely,

Gerard C. Smith

Gerard C. Smith
U.S. Representative

For the International Atomic Energy Agency:

By: Gerard Smith

Date: SEP 22 1980

NIGERIA

Environmental Protection

Memorandum of understanding signed at Lagos September 22, 1980;
Entered into force September 22, 1980.

MEMORANDUM OF UNDERSTANDING
ON
ENVIRONMENTAL PROTECTION
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE FEDERAL MINISTRY OF HOUSING AND ENVIRONMENT OF NIGERIA

Whereas, the Environmental Protection Agency of the United States of America (EPA) and the Federal Ministry of Housing and Environment of Nigeria (FMHE) share common concern and responsibilities for protecting and improving human health and the natural environments of their respective nations and share a common interest in the cause of global environmental protection;

Whereas, the United States and Nigeria share many common environmental problems relating to large and expanding urban populations, substantial industrial activity, conservation of the environment, and the rational use of natural resources, and;

Whereas, cooperation in the field of environmental protection is an appropriate and important corollary to the two nations' economic and technical cooperation, and is consistent with the agreement for Scientific and Technological Cooperation signed at Lagos, Nigeria on September 22, 1980, [1]

It is hereby agreed that:

[1] TIAS 9865; 31 UST 5506.

ARTICLE I: Cooperating Agencies

The Cooperating Agencies under this Memorandum of Understanding shall be the United States Environmental Protection Agency (EPA), and the Nigerian Federal Ministry of Housing and Environment, Environmental Planning and Protection Division, or their successor agencies.

ARTICLE II: Purpose

The Environmental Protection Agency (EPA), and the Federal Ministry of Housing and Environment, Environmental Planning and Protection Division will promote and maintain bilateral cooperation in the field of environmental protection on the basis of equality, reciprocity, and mutual benefit.

ARTICLE III: Objectives

The broad program objectives of this Memorandum of Understanding are:

(1) To assist in the development of environmental programs consistent with national policies and goals;

(2) To provide technical support in the implementation of environmental planning and protection programs;

(3) To exchange scientific, technological, and regulatory materials and information relating to environmental protection;

(4) To exchange specialists, scientists, engineers, and researchers to enhance their professional development in environmental matters; and

(5) To cooperate in the training of environmental professionals in all fields of environmental management, including planning, assessment, monitoring, research, and regulatory development.

ARTICLE IV: Areas of Cooperation

Cooperation under this agreement may be undertaken in the areas of:

-- air pollution;
-- water pollution;
-- marine pollution;
-- noise pollution;
-- enhancement of the urban environment;
-- the preservation of nature;
-- legal and administrative measures for protecting environmental quality;
-- solid waste management and resource recovery;
-- toxic substances, pesticides, and chemical product control;
-- protection from radiation;
-- studies on health, biological, and genetic effects;
-- environmental effects of energy production and use;
-- and other areas of interest as may be mutually agreed upon in the course of implementing this agreement.

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ARTICLE V: Cooperation

Cooperation under this agreement may include, but not be limited to the following forms:

-- exchange of scientists, technicians, scholars, or other experts on the relevant subjects;

-- organization of bilateral conferences, symposia, lectures, and other meetings of experts;

-- exchange of information and data in the field of environmental planning and protection;

-- joint conduct of programs, projects, and research activities in areas of mutual interest and concern; and

-- other forms of cooperation which may be mutually agreed upon in the course of implementing this agreement.

ARTICLE VI: Third Party Facilitation

The Environmental Protection Agency and the Federal Ministry of Housing and Environment, Environmental Planning and Protection Division, will encourage and facilitate, as appropriate, cooperation between government agencies, universities, research centers, and other relevant organizations of the two countries; and the conclusion, under equitable terms and conditions, of special arrangements for the conduct of cooperative activities.

Scientists, technicians, and other experts of third countries or international organizations may be invited, upon agreement of both parties, to participate in activities carried out under this agreement.

ARTICLE VII: Projects

Specific projects for environmental cooperation will be agreed upon through consultations between the Cooperating Agencies. During the period of this Memorandum, all activities mutually agreed upon for implementation by the Cooperating Agencies shall be documented and appended hereto as Project Implementation Plans. The Project Implementation Plans, which shall constitute part of the Memorandum of Understanding, shall specify the details of the activities, specific funding arrangements, and other appropriate matters. In no case will an activity be implemented prior to mutual agreement on terms and responsibilities.

All project activities shall be subject to the availability of resources and funds. An annex to this agreement shall set forth the general procedural, facilitative and financial arrangements which shall apply to activities undertaken pursuant to this Memorandum.

ARTICLE VIII: Disposition of Information

Scientific and technical information derived from cooperative activities under this agreement will be made available, unless otherwise agreed, to the world scientific community through customary channels and in accordance with the normal procedures of the participating parties.

The disposition of patents, designs, and other proprietary property derived from cooperative activities under this agreement shall be provided for in specific arrangements agreed upon by the participating parties.

ARTICLE IX: Resolution of Conflicts/Disputes

Parties to this agreement shall settle amicably, through negotiation, all disputes or differences relating to this agreement.

ARTICLE X: General Provisions

Cooperative activities conducted under this agreement shall be consistent with the laws, regulations, and international commitments of each party.

Each party shall use its best efforts to facilitate the prompt entry into and exit from its territory of personnel, equipment, and materials for cooperative activities under this agreement.

Nothing in this agreement shall be construed to prejudice other agreements or future agreements with contracting parties or with third parties.

ARTICLE XI: Entry Into Force, Duration, Termination

This Memorandum of Understanding shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six months' written notice to the other party. It may be modified or extended by mutual written agreement of the two parties. In the event of termination of the Memorandum of Understanding, arrangements shall be made for completion of the activities under way pursuant thereto.

Done this 22nd day of September 1980 at Lagos, Nigeria.

Richard M Dowd [1]

For the Environmental Protection Agency of the United States of America

[2]

For the Federal Ministry of Housing and Environment of Nigeria

[1] Richard M. Dowd.
[2] F. Ojikutu.

NIGERIA

Scientific and Technological Cooperation

Agreement signed at Lagos September 22, 1980;
Entered into force September 22, 1980.

AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

The Government of the United States of America and the Government of the Federal Republic of Nigeria hereinafter referred to as "the Parties":

Wishing to strengthen the bonds of friendship and cooperation between the two countries;

Aware of the importance of scientific and technological capacity for national economic and social development, and of the contribution that effective scientific and technological cooperation, carried out on a basis of equality, can make to the development of the human and natural resources of both countries;

Recognizing that international cooperation offers a potential for strengthening the scientific and technological capacity of all countries;

Have agreed as follows:

ARTICLE I

1. The Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.

2. The principal objectives of this agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations with regard to scientific and technological activities in both countries.

ARTICLE II

Cooperation under this agreement may include the exchange of scientific and technological information, joint conduct of research projects, exchange of scientists and technical experts, convening of seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE III

Pursuant to the objectives of this agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies,

universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

ARTICLE IV

Specific arrangements for implementing this agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. All cooperative activities under this agreement shall be subject to the availability of funds from the Parties.

ARTICLE V

1. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this agreement, as well as their dependents.

2. The personal effects of the persons referred to in Paragraph 1 of this Article, as well as the equipment necessary for the exercise of their activities, will be admitted duty-free on a temporary basis in conformity with the laws and regulations of each Party. Additional facilitative measures to meet the needs of specific cooperative activities may be agreed to by the Parties.

ARTICLE VI

The Parties agree that scientific and technological information resulting from cooperation under this agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall, subject to the provisions of specific arrangements referred to in Article IV, be made available to the world scientific community through procedures established by the Parties.

ARTICLE VII

The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate

in projects and programs being carried out under this agreement.

ARTICLE VIII

1. Each Party shall designate an Executive Agent responsible for the coordination and facilitation of cooperative activities under this agreement. The Executive Agent for the Government of the United States of America shall be the Department of State and the Executive Agent for the Government of the Federal Republic of Nigeria shall be the Federal Ministry of Science and Technology. The normal channel for communications regarding this agreement shall be the United States Embassy in Nigeria.

2. Meetings between the Parties to develop and evaluate programs and projects under this agreement and to further their implementation shall take place in the context of the United States-Nigeria Bilateral Economic Talks. The Parties may designate the necessary experts to discuss and analyze specific questions.

ARTICLE IX

Existing arrangements and agreements between the parties relating to cooperation in science and technology

shall not be affected by this agreement. However, they may be incorporated into the framework of this agreement as may be agreed by the Parties.

ARTICLE X

All differences or controversies which may arise between the Parties regarding interpretation or application of the provisions of this agreement shall be resolved through diplomatic means.

ARTICLE XI

1. This agreement shall enter into force upon signature and shall remain in force for five years, unless terminated earlier by either Party upon six months written notice to the other Party. It may be extended or modified by mutual written agreement of the Parties.

2. The termination of this agreement shall not affect the validity or duration of any complementary arrangements made under it or that of the programs and projects in progress.

Done at Lagos this 22nd day of September 1980.

Frank Press [1]

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Sylvester U. Ugoh [2]

FOR THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF NIGERIA

[1] Frank Press.
[2] Sylvester U. Ugoh.

TOGO

International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Lome March 10 and July 17, 1980;
Entered into force July 17, 1980.

The American Embassy to the Togolese Ministry of Foreign Affairs

No. 19

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Cooperation of the Republic of Togo and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:

A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;

B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government;

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to, representatives of the United States Government with regard to the use of such training (including training materials); and

4. That the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET program with the Armed Forces of the Government of the Republic of Togo may include training related to defense articles with respect to which the agreement of the Government of the Republic of Togo to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs stating that such conditions are acceptable to the Government of the Republic of Togo, shall constitute an agreement between the two Governments on this subject, to be effective from the date of the Ministry's note reply.

The Embassy of the United States of America avails itself of this occasion to renew to the Ministry of Foreign Affairs and Cooperation of the Republic of Togo the assurances of its highest consideration.

Embassy of the United States of America

Lome, March 10, 1980

TIAS 9866

The Togolese Ministry of Foreign Affairs to the American Embassy

KYD/DYT

REPUBLIQUE TOGOLAISE

N° 4103/MAEC/DAG

Le Ministère des Affaires Etrangères et de la Coopération présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et, se référant à sa note verbale n°19 du 10 mars 1980 relative aux conditions de formation de militaires togolais dans le cadre du Programme d'Education et de Formation Militaire Internationale, a l'honneur de lui faire connaître que le Gouvernement accepte les conditions telles qu'elles sont indiquées dans la note susmentionnée.

Le Ministère des Affaires Etrangères et de la Coopération voudrait rappeler à l'Ambassade des Etats-Unis que la présente note, comme convenu, tient lieu d'accord entre le Gouvernement des Etats-Unis d'Amérique et celui de la République Togolaise.

Le Ministère des Affaires Etrangères et de la Coopération saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa haute considération.

LOME, le 17 JUIL 1980

AMBASSADE DES ETATS-UNIS
D'AMERIQUE

LOME

TRANSLATION

KYD/DYT

REPUBLIC OF TOGO

No. 4103/MAEC/DAG

The Ministry of Foreign Affairs and Cooperation presents its compliments to the Embassy of the United States of America and, with reference to its note verbale No. 19 of March 10, 1980 concerning conditions for training Togolese military personnel under the United States International Military Education and Training Program, has the honor to inform it that the Government accepts the conditions as they are set forth in the abovementioned note.

The Ministry of Foreign Affairs and Cooperation wishes to remind the Embassy of the United States that this note, as agreed, shall serve as an agreement between the Government of the United States of America and the Government of the Republic of Togo.

The Ministry of Foreign Affairs and Cooperation avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Lome, July 17, 1980

[Initialed]

[SEAL]

Embassy of the United States of America,
Lome.

SAUDI ARABIA

Technical Cooperation in Testing of Iron Ore

Agreement relating to the agreement of February 13, 1975, as amended and extended
Effected by letter
Signed at Washington and Riyadh August 5 and September 15, 1980;
Entered into force September 15, 1980.

The Deputy for Saudi Arabian Affairs, Department of the Treasury, to the Coordinator of the United States-Saudi Arabian Joint Commission on Economic Cooperation

اللجنة السعودية الأميركية
المشتركة للتعاون الاقتصادي

United States - Saudi Arabian
Joint Commission
on Economic Cooperation

Department of the Treasury
Washington, D.C. 20220

AUG 05 1980

Dear Dr. Al Turki:

This letter is to confirm our understanding concerning a technical cooperation project (the project) between the Department of the Treasury and the Bureau of the Mines, Department of the Interior of the United States and the Ministry of Finance and National Economy and the Directorate General of Mineral Resources of the Ministry of Petroleum and Mineral Resources of the Kingdom of Saudi Arabia (DGMR), involving the testing of certain Wadi Sawawin iron-bearing material to assist in determing the feasibility of establishing an iron ore beneficiating plant in Saudi Arabia. The services to be provided by the Bureau of Mines relate to a more comprehensive study performed by British Steel Corporation, Overseas Services Limited (British Steel) as project manager for DGMR for the design and construction of an iron ore beneficiating plant in Saudi Arabia.

The project will be carried out under the auspices of the U.S.-Saudi Arabian Joint Commission on Economic Cooperation and in accordance with the Technical Cooperation Agreement between the United States and Saudi Arabia, signed February 13, 1975,[1] and extended on February 13, 1980,[2] which is hereby incorporated by reference.

The Bureau of Mines, as the sole possessor of the requisite technology, has already undertaken several small scale beneficiation tests of the Wadi Sawawin material to improve the grade by applying a selective flocculation/flotation process. The results have been favorable. Under the project the following additional work will be carried out:

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[1] TIAS 8072; 26 UST 880.

[2] Should read "November 25, 1979". TIAS 9691; 31 UST 5889.

1. 200-250 tons of Wadi Sawawin iron ore will be processed in its pilot plant Twin Cities Research Center in Minneapolis, Minnesota, using the selective flocculation/flotation process to determine whether the beneficiation already carried out on bench scale can be applied with positive results on a larger scale, thus simulating a plant operation.

2. Prepare a written report of the results of the test run on the 200-250 tons of Saudi Arabian iron ore for DGMR and British Steel.

For the testing of this material, British Steel will be responsible for the technical coordination with and the shipping and handling of the samples of Wadi Sawawin ore to the Bureau of Mines Research Center in Minneapolis, Minnesota.

The Bureau of Mines estimates the duration of the project to be up to three months (twelve weeks) from the time the iron ore arrives at the Twin Cities Research Center. The costs for the services of the Bureau of Mines under the project are estimates to be U.S. Dollars 175,000. (A more detailed description of the costs of the project is enclosed with this letter.) The DGMR, through the project manager, British Steel, agrees to deposit the sum of one hundred seventy-five thousand U.S. Dollars (175,000) in the Dollar Trust Account in the U.S. Treasury to cover the costs incurred by the United States Government in performing the tests referred to in this letter.

Although no guarantees are provided, the Bureau of Mines anticipates that the information which it derives from the tests will be sufficient for DGMR and British Steel to proceed with the next phase of plant process design. If, however, DGMR or its project manager, British Steel, requires further analysis and testing, the provision of such services will be subject to an agreed upon scope of work and an advance deposit of additional funds in the Dollar Trust Account in the U.S. Treasury to cover the costs of such additional services.

All records of data developed under the project pursuant to this agreement shall be deposited with DGMR through the project manager and shall be the exclusive property of DGMR. The data shall be maintained as confidential by Bureau of Mines prior to publication thereof by DGMR. Such data, may however, be available for use by the parties to the extent required for the protection of their respective security and property interests as they may appear pursuant to the applicable laws and regulations of the respective parties.

The same "Force Majeure" provisions contained in previous Joint Economic Commission agreements will apply to this agreement.

The arrangements described in this letter may be changed by mutual consent of the parties to the project and may be terminated at any time by the parties to the project upon sixty (60) days written notice or by termination of the Technical Cooperation Agreement between the two countries.

The contents of this letter have been reviewed and approved by the U.S. Bureau of Mines. We would appreciate it if you would confirm that the contents of this letter also represent the understanding and desire of your Government with respect to the project by signing below and by signing the enclosed copy of the letter.

Sincerely,

Leamon R. Hunt
Deputy for Saudi Arabian Affairs

Dr. Mansoor Al Turki
Coordinator
United States - Saudi Arabian
Joint Commission on Economic
Cooperation
Riyadh, Saudi Arabia

CONCURRENCE:

DATE: September 15, 1980

Deputy Minister for Mineral Resources
Ministry of Petroleum and Mineral
Resources

CONCURRENCE: [1]

DATE: September 15, 198(

Enclosures:

1. Cost Estimate
2. One Copy for Signature and return

[1] Ghazi Sultan.

Breakdown of Cost

Salaries, Wages, and Administrative Charges	$152,880
Equipment	2,940
Supplies	6,580
Rentals	12,100
Printing and Reproduction	500
TOTAL	$175,000

JORDAN

Air Transport Services

Agreement effected by exchange of notes
Dated at Amman April 8 and June 8, 1980;
Entered into force June 8, 1980.

The American Ambassador to the Jordanian Minister of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 112 APRIL 8, 1980

EXCELLENCY:

I have the honor to refer to the proposed Air Transport Agreement signed ad referendum on February 21, 1980, by representatives of the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan, and to propose, on behalf of my Government, that the ad referendum text, a copy of which is attached, be accepted as the US-Jordan Air Transport Agreement of 1980.

If your Government agrees to the foregoing proposal I have the honor to propose that this note and your reply to that effect constitute an agreement between the two Governments which shall enter into effect on the date of your reply.

Accept, Excellency, the renewed assurances of my highest consideration.

NICHOLAS A. VELIOTES

Enclosure:

His Excellency
MARWAN AL-KASIM
Minister of State for Foreign Affairs of
The Hashemite Kingdom of Jordan

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan,

desiring to promote an international air transport system based on competition among airlines in the marketplace with minimum governmental interference and regulation,

desiring to facilitate the expansion of international air transport opportunities,

desiring to make it possible for airlines to offer the traveling and shipping public a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of a dominant position and wishing to encourage individual airlines to develop and implement innovative and competitive prices,

desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation,

being parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944, [1]

desiring to conclude a new Agreement covering all forms of air transportation to replace the Agreement between the United States of America and the Hashemite Kingdom of Jordan dated September 21, 1974, as amended [2] have agreed as follows:

ARTICLE 1 — Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(A) "Aeronautical Authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of the Hashemite Kingdom of Jordan, the Directorate General of the Civil Aviation, or its successor agency;

(B) "Agreement" means this Agreement, its annexes, and any amendments thereto;

(C) "Air Transportation" means any operation performed by aircraft for the public carriage of traffic in passengers (and their baggage), cargo and mail, separately or in combination, for remuneration or hire;

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[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.
[2] TIAS 7954, 8553, 9375; 25 UST 2911; 28 UST 2394; 30 UST 2936.

(D) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

—(I) any amendment which has entered into force under article 94(A) of the Convention and has been ratified by both parties, and

—(II) any annex or any amendment thereto adopted under article 90 of the Convention, insofar as such annex or amendment is at any given time effective for both parties;

(E) "Designated Airline" means an airline designated and authorized in accordance with article 3 of this agreement;

(F) "Price" means:

—(I) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or price;

—(II) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

—(III) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and or cargo (excluding mail) in air transportation;

(G) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers (and their baggage), cargo and mail in air transportation;

(H) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a party, and the territorial waters adjacent thereto; and

(I) "User Charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities;

(J) "Full Economic Costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

ARTICLE 2—Grant of Rights

(1) Each party grants to the other party the following rights for the conduct of international air transportation by the airlines of the other party:

(A) the right to fly across its territory without landing;

(B) the right to make stops in its territory for non-traffic purposes;

(C) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one party's airlines to participate in air transportation between points in the territory of the other party.

ARTICLE 3—Designation and Authorization

(1) Each party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in annex I or in annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(A) substantial ownership and effective control of that airline are vested in the party designating the airline, nationals of that party, or both;

(B) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air transportation by the party considering the application or applications; and

(C) the party designating the airline is maintaining and administering the standards set forth in article 6 (safety).

ARTICLE 4—Revocation of Authorization

(1) Each party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other party where:

(A) substantial ownership and effective control of that airline are not vested in the other party or the other party's nationals;

(B) that airline has failed to comply with the laws and regulations referred to in article 5 of this Agreement; or

(C) the other party is not maintaining and administering the standards as set forth in article 6 (safety).

(2) Unless immediate action is essential to prevent further noncompliance with subparagraphs (1)(B) or (1)(C) of this article, the rights established by this article shall be exercised only after consultation with the other party.

ARTICLE 5—Application of Laws

(1) While entering, within or leaving the territory of one party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other party's airlines.

(2) While entering, within or leaving the territory of one party, its laws and regulations relating to the admission to or departure

from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other party's airlines.

ARTICLE 6—SAFETY

(1) Each party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other party.

(2) Each party may request consultations concerning the safety and security standards maintained by the other party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one party finds that the other party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other party shall take appropriate corrective action. Each party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other party in the event the other party does not take such appropriate action within a reasonable time.

ARTICLE 7—AVIATION SECURITY

Each party:

(1) Reaffirms its commitment to act consistently with the provisions of the Convention on offenses and certain other acts committed on board aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the suppression of unlawful seizure of aircraft signed at The Hague on December 16, 1970,[2] and the Convention for the suppression of unlawful acts against the safety of civil aviation, signed at Montreal on September 23, 1971;[3]

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[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the international civil aviation organization; and

(3) shall provide maximum aid to the other party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other party and for special security measures for its aircraft or passengers to meet a particular threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other party by facilitating communications intended to terminate such incidents rapidly and safely.

ARTICLE 8—Commercial Opportunities

(1) The airlines of one party may establish offices in the territory of the other party for the promotion and sale of air transportation.

(2) The designated airlines of one party may, in accordance with the laws and regulations of the other party relating to entry, residence and employment, bring in and maintain in the territory of the other party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one party may engage in the sale of air transportation in the territory of the other party directly and, at the airline's discretion, through its agents, except as may be specifically provided by the Charter regulations of the country in which the Charter originates. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each airline of one party may convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance.

ARTICLE 9—Customs Duties and Taxes

(1) On arriving in the territory of one party, aircraft operated in international air transportation by the designated airlines of the other party, their regular equipment, ground equipment, fuel, lubricants,

consumable technical supplies, spare parts including engnies, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this article, with the exception of charges based on the cost of the service provided:

(A) aircraft stores introduced into or supplied in the territory of a party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the party in which they are taken on board;

(B) ground equipment and spare parts including engines introduced into the territory of a party for the servicing, maintenance or repair of aircraft of a designated airline of the other party used in international air transportation; and introduced into or supplied in the territory of a party for use in an aircraft of a designated airline of the other party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this article shall also be available where the designated airlines of one party have contracted with another airline, which similarly enjoys such exemptions from the other party, for the loan or transfer in the territory of the other party of the items specified in paragraphs (1) and (2) of this article.

(5) Each party shall use its best efforts to secure for the designated airlines of the other party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by state, regional and local authorities on the items specified in paragraphs (1) and (2) of this article, as well as from fuel through-put charges, in the circumstances described in this article, except to the extent that the charges are based on the actual cost of providing the service.

ARTICLE 10—User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11—Fair Competition

(1) Each party shall allow a fair and equal opportunity for the designated airlines of both parties to compete in the international air transportation covered by this Agreement.

(2) Each party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competition practices adversely affecting the competitive position of the airlines of the other party.

(3) Neither party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with article 15 of the Convention.

(4) Neither party shall impose on the other party's designated airlines a first refusal requirement, uplift, ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this article or as may be specifically authorized in an annex to this Agreement. If a party requires filings for informational purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other party.

ARTICLE 12—Pricing

(1) Each party shall allow prices for air transportation to be estab-

lished by each designated airline based upon commercial considerations in the marketplace. Intervention by the parties shall be limited to:

(A) prevention of predatory or discriminatory prices or practices;

(B) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and

(C) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other party. Notification or filing by the airlines of both parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither party shall require the notification or filing by airlines of the other party or by airlines of third countries of prices charged by charterers to the public for traffic originating in the territory of that other party.

(3) Neither party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (A) an airline of either party or by an airline of a third country for international air transportation between the territories of the parties, or (B) an airline of one party or an airline of a third country international air transportation between the territory of the other party and any other country, including in both cases transportation on an interline or intra-line basis. If either party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this article, it shall request consultations and notify the other party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this article, each party shall allow (A) any airline of either party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territories of the parties, and (B) any airline of one party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, round-

trip requirements, connections, type of service or aircraft type, or such price through a combination of prices.

ARTICLE 13—CONSULTATIONS

Either party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other party receives the request unless otherwise agreed. Each party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE 14—SETTLEMENT OF DISPUTES

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph 3 of article 12 (pricing), may be referred by agreement of the parties for decision to some person or body. If the parties do not so agree, the dispute shall at the request of either party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(A) Within 30 days after the receipt of a request for arbitration, each party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(B) if either party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (A) of this paragraph, either party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of the parties, the most senior Vice President, who is not disqualified on that ground, shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either party or at its discretion within 15 days after replies are due.

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(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(B) of this article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 15—Termination

Either party may, at any time give notice in writing to the other party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other party) immediately before the first anniversary of the date of receipt of the notice by the other party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 16—Multilateral Agreement

If a multilateral agreement, accepted by both parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 17—Registration With ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 18—Entry Into Force

This Agreement shall enter into force upon an exchange of notes between the two Governments for this purpose.

Nicholas A. Veliotes	Sharif Ghazi R. Nasser
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

Annex I: Scheduled Air Service

Section 1

Airlines designated under this Annex shall be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the party which has designated the airline.

(A) The designated airline or airlines of the Hashemite Kingdom of Jordan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

From the Hashemite Kingdom of Jordan via Amsterdam, The Netherlands; Copenhagen, Denmark; and Vienna, Austria (intermediate points may be changed semiannually by the Jordanian designated airline or airlines after consultation with and approval of the Government of the United States) to New York City, Houston, Chicago and Los Angeles (Los Angeles may not be served by the Jordanian airline or airlines prior to June 1, 1983).

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the Hashemite Kingdom of Jordan:

From the United States of America via intermediate points to the Hashemite Kingdom of Jordan and beyond.

Section 2

Each designated airline may, on any and all international, air services and at its option, operate flights in either or both directions, serve points on the routes in any order, and omit stops at any point or points without loss of any right to uplift or discharge traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction and transportation beyond such point is a continuation of the transportation from the territory of the party which has designated the airline and, in the inbound direction, the transportation to the territory of the party which has designated the airline is a continuation of the transportation beyond such point.

Annex II — Charter Air Service

Section 1

Airlines designated under this Annex shall be entitled to perform international air transportation to, from and through any point or points in the territory of the other party, either directly or with stopovers en route, for one way or roundtrip carriage of the following traffic:

(A) any traffic to or from a point or points in the territory of the party which has designated the airline;

(B) any traffic to or from a point or points beyond the territory of the party which has designated the airline and carried between the territory of that party and such beyond point or points (I) in transportation other than under this Annex; or (II) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that party.

Section 2

With regard to traffic originating in the territory of either party each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that party now or hereafter specifies shall be applicable to such transportation. When such regulations or rules of one party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either party promulgate regulations or rules which apply different conditions to different countries, each party shall apply the least restrictive regulation or rule to the designated airlines of the other party.

Section 3

Neither party shall require a designated airline of the other party, in respect of the carriage of traffic from the territory of that other party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other party.

The Jordanian Ministry of Foreign Affairs to the American Embassy

بسم الله الرحمن الرحيم

الرقم: س ت د/١٦/٣٥/٤٧٥٢

التاريخ: ٨/٦/١٩٨٠

تهدى وزارة خارجية المملكة الاردنية الهاشمية اطيب تحياتها الى سفارة الولايات المتحدة الامريكيه وبالاشارة لمذكرتها رقم ١١٢ تاريخ ٨/٤/٨٠ بخصوص اتفاقية النقل الجوى بين البلدين ، تتشرف باطلاعها استكمال الاردن للاجراءات الدستورية الخاصه بالاتفاقية وذلك بعد نشرها في الجريدة الرسميه العدد رقم ٢٩٢٥ تاريخ ١٦/٤/٨٠ وبذلك تعتبر الاتفاقية مقبولة من الجانب الاردني وسارية المفعول ، حيث تدخل حيز النفاذ استنادا الى نص المادة ١٨ منها .

تغد وهذه الوزارة سعته للسفارة الكريمه فيما لو تلطفت بابلاغ الجهات الامريكية المختصه بذلك .

تنتهز وزارة الخارجيه هذه المناسبة لتعرب للسفارة الكريمة عن فائق التقدير.

سفارة الولايات المتحدة الامريكيه /عمان

س ت د/مل

TRANSLATION

IN THE NAME OF GOD, THE COMPASSIONATE THE MERCIFUL

THE HASHEMITE KINGDOM OF JORDAN

MINISTRY OF FOREIGN AFFAIRS

No. STD/16/35/4753
Date: June 8, 1980

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan presents its compliments to the Embassy of the United States of America and, with reference to its note No. 112, dated April 8, 1980 concerning the U.S.- Jordan Air Transport Agreement of 1980, has the honor to inform the Embassy that Jordan has completed its constitutional procedures relating to ratification of the Agreement by publishing the Agreement in Official Gazette No. 2925 of April 16, 1980. The Agreement is therefore acceptable to Jordan and has entered into force, and will expire pursuant to Article 18.

The Ministry would be grateful to the Embassy if it would transmit this information to the competent American authorities.

The Ministry avails itself of this opportunity to express the assurances of its high consideration to the Embassy.

[Initialed]

[SEAL]

Embassy of the United States of America
Amman, Jordan.

SRI LANKA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Colombo July 7, 1980;
Entered into force July 7, 1980;
Effective May 1, 1980.

The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

EMBASSY OF THE
UNITED STATES OF AMERICA

COLOMBO, *July 7, 1980*

DEAR SIR,

I have the honor to refer to the arrangement regarding international trade in textiles with annexes (hereinafter referred to as the Arrangement), done at Geneva on December 20, 1973, and extended by protocol on December 14, 1977.[1] I have also the honor to refer to discussions between representatives of the Government of the United States of America and the Government of Sri Lanka in Colombo March 24–30, 1980 and in Washington, D.C. April 21–25, 1980, concerning exports to the United States of cotton, wool, and man-made fiber textiles and textile products manufactured in Sri Lanka. As a result of these discussions, and in conformity with Article Four of the Arrangement, I have the honor to propose the following agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Sri Lanka and the United States of America:

1. The term of the agreement will be the three-year period from May 1, 1980 through April 30, 1983. Each "agreement year" shall commence on May 1 and end on April 30.

2. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement.

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[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

(b) For the purposes of this agreement, categories 340, 341, 640 and 641 are treated as a single category with a specific limit and sub-limits as indicated in Annex B. For the purposes of calculating permissible adjustments, the following will apply:

(1) Any sub-limit may be exceeded by not more than 10 percent so long as the total of the sub-limits does not exceed the specific limit for the single category;

(2) The carryover and carryforward provisions contained in paragraph 6 will apply to the sub-limits;

(3) The provisions of paragraphs 2(b) (1) and (2) alone will apply for the first, second and third years of the agreement; however, the sub-limits for the second and third years will be negotiated annually at least 30 days prior to the completion of the preceding agreement year;

(4) The sub-limit for sub-category 640 need not be treated as a base for subsequent negotiations.

3. Commencing with the first agreement year, and during the subsequent term of this agreement, the Government of Sri Lanka shall limit annual exports from Sri Lanka to the United States of America of cotton, wool, and man-made fiber textiles and textile products to the specific limits and sub-limits set out in Annex B, subject to the adjustments as provided in paragraphs 2, 5, and 6. The limits set out in Annex B do not include any adjustments permitted under paragraphs 2, 5, and 6.

4. The specific limits in Annex B include seven percent growth. The limits referred to in this paragraph are without adjustment under any other provision of this agreement.

5. Any specific limit may be exceeded in any agreement year by not more than 7 percent of its square yards equivalent total provided that the amount of the increase is compensated for by an equivalent decrease in one or more other specific limits. When informing the United States of adjustments under the provisions of this paragraph, Sri Lanka will indicate the category or categories to be increased and the category or categories to be decreased by commensurate quantities.

6. (a) In any agreement year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of 11 percent any specific limit or sub-limit by allocating to such limit for that agreement year an unused portion of the corresponding limit for the previous agreement year ("carryover") or a portion of the corresponding limit for the succeeding agreement year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving agreement year's specific limits or sub-limits, provided, however, that no carryover shall be available for application during the first agreement year;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving agreement year's applicable specific limit or sub-limit in any agreement year;

(3) Carryforward may be utilized up to 6 percent of the receiving agreement year's applicable specific limits or sub-limits and shall be charged against the immediately following agreement year's corresponding limits; no carryforward shall be available for application during the third agreement year;

(4) Carryover of shortfall (as defined in subparagraph 6(b)) shall not be applied to any specific limits until the Governments of the United States of America and Sri Lanka have agreed upon the amounts involved.

(b) For purposes of this agreement, a shortfall occurs when exports of textiles or textile products of Sri Lanka to the United States of America during an agreement year are below any applicable specific limit. In the agreement year following the shortfall, such exports from Sri Lanka to the United States of America may be permitted to exceed the specific limits subject to conditions of sub-paragraph 6(a), by carryover of shortfalls in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable specific limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

(c) The limits referred to in sub-paragraph 6(a) and (b) are the specific limits as listed in Annex B.

(d) The total adjustment under this paragraph shall be in addition to adjustments to the specific limits permitted by paragraph 5.

(e) The total adjustment permissible under this paragraph for the first agreement year shall be 6 percent consisting solely of carry-forward.

7. (a) In the event that the Government of the United States of America believes that imports from Sri Lanka classified in any category or categories not covered by specific limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Sri Lanka with a view to avoiding such market disruption. The Government of the United States of America will provide the Government of Sri Lanka at the time of the request with the data which in the view of the Government of the United States of America shows:

(1) The existence of market disruption, or the threat thereof, and

(2) The role of exports from Sri Lanka in that disruption.

(b) The Government of Sri Lanka agrees to consult with the Government of the United States of America within 30 days of receipt of any request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of such request.

(c) During that 90-day period, the Government of Sri Lanka agrees to hold its shipments to the United States in the pertinent category or categories to a level no greater than 35 percent of the amount entered in the last 12-month period for which data are available.

(d) If no mutually satisfactory solution is reached in consultation, the Government of Sri Lanka will limit its export for the succeeding 12 months in the category concerned to the latest 12 month level of imports entered for which data are available, plus 20 percent (except in the case of wool categories which shall be 3 percent).

8. The Government of Sri Lanka shall use its best efforts to space exports from Sri Lanka to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

9. The Government of the United States of America shall promptly supply the Government of Sri Lanka with data on monthly imports of textiles from Sri Lanka and the Government of Sri Lanka shall promptly supply the Government of the United States of America with data on monthly exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

10. (a) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this agreement.

(b) For purposes of this agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. Any products covered by sub-paragraph 10(a) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (I) cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and the man-made fiber component; (II) wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers; and (III) man-made fiber textiles if neither of the foregoing applies.

11. The Government of the United States of America and the Government of Sri Lanka agree to consult on any problem or difficulty

arising in the implementation of this agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time on problems which have been the subject of consultations under this agreement, either Government may, after notification to the other Government, refer such problems to the textile surveillance body in accordance with Article 11 of the Arrangement.

12. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

13. If the Government of Sri Lanka considers that, as a result of a limitation specified in this agreement, Sri Lanka is being placed in an inequitable position vis-a-vis a third country, the Government of Sri Lanka may request consultation with the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement and the United States Government will agree to such consultations.

14. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of textiles and textile products covered by this agreement from Sri Lanka to the United States.

15. The Government of the United States of America may assist the Government of Sri Lanka in implementing the limitation provisions of this agreement by controlling its imports of the textiles covered by this agreement.

16. Either government may terminate this agreement effective at the end of any agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Sri Lanka, this note and your note of confirmation on behalf of the Government of Sri Lanka shall constitute an agreement between the Government of Sri Lanka and the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

DONALD R. TOUSSAINT

LAKSHMAN DE MEL
Secretary
Ministry of Trade and Shipping
Colombo

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
	YARN		
	Cotton		
300	Carded	4.6	LB
301	Combed	4.6	LB
	Wool		
400	Tops and yarn	2.0	LB
	Manmade fiber		
600	Textured	3.5	LB
601	Cont. cellulosic	5.2	LB
602	Cont. noncellulosic	11.6	LB
603	Spun cellulosic	3.4	LB
604	Spun noncellulosic	4.1	LB
605	Other yarns	3.5	LB
	FABRIC		
	Cotton		
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other fabrics, n.k.	1.0	SYD
	Wool		
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	LB
429	Other fabrics	1.0	SYD
	Manmade fiber		
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	LB
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	LB

Category	Description	Conversion Factor	Unit of Measure
	APPAREL		
	Cotton		
330	Handkerchiefs	1. 7	DOZ
331	Gloves	3. 5	DPR
332	Hosiery	4. 6	DPR
333	Suit-type coats, M and B	36. 2	DOZ
334	Other coats, M and B	41. 3	DOZ
335	Coats, W, G and I	41. 3	DOZ
336	Dresses (incl. uniforms)	45. 3	DOZ
337	Playsuits, sunsuits, washsuits, creepers	25. 0	DOZ
338	Knit shirts, (incl. T-shirts, other and sweatshirts) M and B	7. 2	DOZ
339	Knit shirts and blouses (incl. T-shirts, other and sweatshirts) W, G and I	7. 2	DOZ
340	Shirts, n.k.	24. 0	DOZ
341	Blouses, n.k.	14. 5	DOZ
342	Skirts	17. 8	DOZ
345	Sweaters	36. 8	DOZ
347	Trousers, slacks, and shorts (outer) M and B	17. 8	DOZ
348	Trousers, slacks and shorts (outer) W, G and I	17. 8	DOZ
349	Brassieres, etc.	4. 8	DOZ
350	Dressing gowns, incl. bathrobes, and beach robes, lounging gowns, house coats, and dusters	51. 0	DOZ
351	Pajamas and other nightwear	52. 0	DOZ
352	Underwear (incl. union suits)	11. 0	DOZ
359	Other apparel	4. 6	LBS
	Wool		
431	Gloves	2. 1	DPR
432	Hosiery	2. 8	DPR
433	Suit-type coats, M and B	36. 0	DOZ
434	Other coats, M and B	54. 0	DOZ
435	Coats, W, G and I	54. 0	DOZ
436	Dresses	49. 2	DOZ
438	Knit shirts and blouses	15. 0	DOZ
440	Shirts and blouses, n.k.	24. 0	DOZ
442	Skirts	18. 0	DOZ
443	Suits, M and B	54. 0	DOZ
444	Suits, W, G and I	54. 0	DOZ
445	Sweaters, M and B	14. 88	DOZ
446	Sweaters, W, G and I	14. 88	DOZ
447	Trousers, slacks and shorts (outer) M and B	18. 0	DOZ
448	Trousers, slacks and shorts (outer) W, G and I	18. 0	DOZ
459	Other wool apparel	2. 0	LBS

Category	Description	Conversion Factor	Unit of Measure
	Manmade fiber		
630	Handkerchiefs	1. 7	DOZ
631	Gloves	3. 5	DPR
632	Hosiery	4. 6	DPR
633	Suit-type coats, M and B	36. 2	DOZ
634	Other coats, M and B	41. 3	DOZ
635	Coats, W, G and I	41. 3	DOZ
636	Dresses	45. 3	DOZ
637	Playsuits, sunsuits, washsuits, etc.	21. 3	DOZ
638	Knit shirts, (incl. T-shirts), M and B	18. 0	DOZ
639	Knit shirts and blouses (incl. T-shirts), W, G and I	15. 0	DOZ
640	Shirts, n.k.	24. 0	DOZ
641	Blouses, n.k.	14. 5	DOZ
642	Skirts	17. 8	DOZ
643	Suits, M and B	54. 0	DOZ
644	Suits, W, G and I	54. 0	DOZ
645	Sweaters, M and B	36. 8	DOZ
646	Sweaters, W, G and I	36. 8	DOZ
647	Trousers, slacks, and shorts (outer), M and B	17. 8	DOZ
648	Trousers, slacks and shorts (outer), W, G and I	17. 8	DOZ
649	Brassieres, etc.	4. 8	DOZ
650	Dressing gowns, incl. bath and beach robes	51. 0	DOZ
651	Pajamas and other nightwear	52. 0	DOZ
652	Underwear	16. 0	DOZ
659	Other apparel	7. 8	LBS
	MADE-UPS AND MISC.		
	Cotton		
360	Pillowcases	13. 2	DOZ
361	Sheets	74. 4	DOZ
362	Bedspreads and quilts	82. 8	DOZ
363	Terry and other pile towels	6. 0	DOZ
369	Other cotton manufactures	4. 6	LBS
	Wool		
464	Blankets and auto robes	1. 3	LBS
465	Floor covering	0. 1	SFT
469	Other wool manufactures	2. 0	LBS
	Manmade fiber		
665	Floor coverings	0. 1	SFT
666	Other furnishings	7. 8	LBS
669	Other manmade manufactures	7. 8	LBS

ANNEX B

Category Specific Limit	Specific Limits and Sublimits (in dozs.) First Agreement Yr.	Second Agreement Yr.	Third Agreement Yr.
340/341/640/641			
Cotton and manmade fiber shirts and blouses	1, 150, 000	1, 230, 500	1, 316, 635
Sublimits			
(340)	(350, 000)	To be Negotiated	
(341)	(360, 000)	To be Negotiated	
(640)	(80, 000)	To be Negotiated	
(641)	(360, 000)	To be Negotiated	
331			
Cotton gloves (dozen pairs)	700, 000	749, 000	801, 430
335			
Womens', girls', and infants' cotton coats	100, 000	107, 000	114, 490
348			
Womens', girls', and infants' cotton trousers	200, 000	214, 000	228, 980

The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

COLOMBO.
7th July, 1980.

His Excellency D. R. TOUSSAINT,
Ambassador of the United States of America,
Colombo.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of the proposal contained in your note dated 7th July, 1980 which reads as follows:

[For the text of the U.S. note, see pp. 1–9.]

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency, the assurances of my highest consideration.

W L P DE MEL

W. L. P. De Mel
Secretary
Ministry of Trade and Shipping

MOROCCO

Joint Committee for Economic Relations

Agreement signed at Washington September 25, 1980;
Entered into force September 25, 1980.

AGREEMENT
TO ESTABLISH THE U.S.-MOROCCAN JOINT COMMITTEE
FOR ECONOMIC RELATIONS

The Government of the United States of America and the Government of the Kingdom of Morocco,

Guided by the common desire to strengthen further the friendly relations between their two countries,

Determined to develop the possibilities for mutually advantageous cooperation between them in the fields of trade, investment and technology transfer,

Have agreed as follows:

ARTICLE I

Creation of a Joint Committee

The Government of the United States of America and the Government of the Kingdom of Morocco hereby establish a Joint Committee for Economic Relations, hereinafter referred to as the Joint Committee.

ARTICLE II

Terms of Reference

The objective of the Joint Committee is to provide a forum for consultation at the ministerial level between the Government of the United States of America and the Government of the Kingdom of Morocco on matters involving trade, investment, and technology transfer. The Joint Committee will inter alia:

1. Study problems relating to the development of trade between the two countries;
2. Identify and examine problems affecting exchanges of technology between the two countries;
3. Promote increased private investment consistent with the investment policies of the two countries;
4. Recommend as appropriate specific actions to strengthen cooperation in trade, investment and exchange of technology between the two Governments and between mutually agreed agencies and organizations in the two countries; and
5. Review progress periodically towards the expansion of bilateral cooperation in the fields of trade, investment and exchange of technology.

ARTICLE III

Operation

The Joint Committee shall meet at the ministerial level. The United States delegation will normally be presided over by the Secretary of Commerce. The Moroccan delegation will normally be presided over by the Minister in Charge of Commerce. Each delegation will consist of representatives of government entities concerned with the particular topics on the agenda of the meeting. The Joint Committee may invite to such meetings, as may be mutually agreed on an ad hoc basis those experts and advisers whose participation is required.

The Joint Committee may appoint Working Groups on an ad hoc basis to discuss specific issues or fields of cooperation, and assign tasks to be accomplished by the Working Groups.

ARTICLE IV

Meetings

In principle the regular meeting of the Joint Committee shall be held annually. Meetings shall be held in each country alternately. Special meetings may be convened by mutual agreement.

ARTICLE V

Allocation of Expenses

Administrative expenses incidental to the meetings of the Joint Committee and its Working Groups shall be borne by the country in which the meeting is held. Each Government shall bear the expenses of its own representation at the meetings of the Joint Committee and its Working Groups including the expenses of its representatives. All procedural and administrative matters not provided for herein shall be determined by the Joint Committee or its Working Groups upon the mutual consent of the two sides.

ARTICLE VI

Duration

This Agreement shall remain in force for ten years. This Agreement is subject to the right of either Government to terminate it upon notification in writing to the other Government of its intention to do so. Such notification must be made not later than six months prior tc the proposed date of termination of the Agreement.

ARTICLE VII

Entry into Force

This Agreement shall enter into force upon signature.

DONE at Washington, in duplicate, both texts being equally authentic, this twenty-fifth day of September, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Philip M. Klutznick [1]

FOR THE GOVERNMENT OF THE KINGDOM OF MOROCCO:

[2]

[1] Philip M. Klutznick.
[2] Azzedine Guessous.

FINLAND

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Helsinki September 26, 1980;
Entered into force September 26, 1980.

ARRANGEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

(U.S.N.R.C.)

AND

THE FINNISH SATEILYTURVALLISUUSLAITOS

(INSTITUTE OF RADIATION PROTECTION)

FOR THE EXCHANGE OF TECHNICAL INFORMATION

AND COOPERATION IN NUCLEAR SAFETY MATTERS

ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION (U.S.N.R.C.) AND THE FINNISH SATEILYTURVALLISUUSLAITOS (INSTITUTE OF RADIATION PROTECTION) FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Finnish Sateilyturvallisuuslaitos (hereinafter called the I.R.P.), considering the desirability of a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by these organizations for the regulation of safety and environmental impact of nuclear facilities, conclude the following Arrangement for cooperation.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the I.R.P. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the I.R.P. as similar to certain facilities being built or planned in Finland and equivalent documents on such Finnish facilities.

d. Information in the field of reactor safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

I.2 Exchange of Regulatory Standards

Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of a party will be made available to the other party on a timely basis.

I.3 Cooperation in Safety Research and Development

The execution of joint programs and projects of safety research and development, or programs and projects under which activities are divided between the two parties, including the use of test facilities and/or computer programs owned by either party, will be considered on a case-by-case basis. Temporary assignments of personnel by one party in the other party's regulatory organization will also be considered on a case-by-case basis.

I.4 Training and Assignments

The U.S.N.R.C. will assist the I.R.P. in providing certain training and experience for I.R.P. safety personnel. Costs of salary, allowances and travel of I.R.P. participants will be paid by the I.R.P. Participation will be permitted within the limits of available resources. The following are typical of the kinds of training and experience that may be provided:

a. I.R.P. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspections in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).

b. Participation by I.R.P. employees in U.S.N.R.C. staff training courses.

c. Assignment of I.R.P. employees for 1-2 year periods to the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

I.5 Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in I.1 through I.4, above, are not adequate to meet I.R.P. needs for technical advice, the parties will consult on the best means for fulfilling such needs.

II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators

shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

II.4 This Arrangement shall have a term of five years; which may be extended further by mutual written agreement, or terminated by either party upon ninety-day notice.

II.5 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.6 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.7 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

III. EXCHANGE AND USE OF INFORMATION

III.1 General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder.

III.2 Definitions (As used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Finnish Institute of Radiation Protection and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Finland without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

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III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

III.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this

Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

III.9 Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

Signed in Helsinki, Finland, on the 26th day of September 1980.

Signed:

[1]
On behalf of the Finnish
Sateilyturvallisuuslaitos

[3]
On behalf of
The United States Nuclear
Regulatory Commission

[2]
On behalf of the Finnish
Sateilyturvallisuuslaitos

[4]
American Ambassador to Finland

[1] Antti P. Vuorinen.
[2] Jaakko Penttinen.
[3] Joseph M. Hendrie.
[4] James E. Goodby.

EGYPT

Housing and Community Upgrading for Low Income Egyptians

Agreement amending the agreement of August 26, 1978.
Signed at Cairo September 28, 1980;
Entered into force September 28, 1980.

A.I.D. Project Number 263-0066

FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
HOUSING AND COMMUNITY
UPGRADING FOR LOW INCOME EGYPTIANS

Date: September 28, 1980

First Amendment, dated September 28, 1980 to the Grant Agreement, dated August 26, 1978 [1] between the Arab Republic of Egypt ("Grantee") and the United States of America, acting through the Agency for International Development ("A.I.D.") for Housing and Community Upgrading for Low Income Egyptians.

SECTION 1. The Grant Agreement is amended as follows:

A. Section 3.1 is amended by deleting "Fifty Million United States Dollars ($50,000,000)" and by substituting "Seventy-Eight Million One Hundred Thousand United States ("U.S.") Dollars ($78,100,000)"

SECTION 2. This First Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended or modified herein, the Grant Agreement shall remain in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Arab Republic of Egypt and the United States of America, each acting through its respective duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
BY: A. Meguid	BY: Alfred L. Atherton, Jr.
NAME: Dr. Abdel Razzak Abdel Meguid	NAME: Alfred L. Atherton, Jr.
TITLE: Deputy Prime Minister for Economic & Financial Affairs	TITLE: American Ambassador

[1] TIAS 9494; 30 UST 4939.

Implementing Organization

In acknowledgement of the foregoing Agreement, a representative of the Implementing Organization has subscribed his name:

BY: _____

NAME: Eng. Hassaballah El Kafrawy

TITLE: Minister of Development, and
Minister of Housing and Land
Reclamation

PERU

Agricultural Commodities

Agreement signed at Lima February 14, 1980;
Entered into force February 14, 1980.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF PERU
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Peru agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed April 26, 1978,[1] together with the following Part II:

Part II - PARTICULAR PROVISIONS

ITEM I - COMMODITY TABLE:

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1980	53,000	Dols. 20.0
TOTAL			Dols. 20.0

ITEM II - PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

1. Initial Payment - Five (5) Percent
2. Currency Use Payment - None
3. Number of Installment Payments - Twenty One (21)
4. Amount of each Installment Payment - Approximately equal annual amounts.
5. Due Date of First Installment Payment - Three (3) years after the date of the last delivery of commodities in each calendar year.
6. Initial Interest Rate - Two (2) Percent
7. Continuing Interest Rate - Three (3) Percent

ITEM III - USUAL MARKETING TABLE:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements
Rice	1980	None

[1] TIAS 9604; 30 UST 7761. [Footnote added by the Department of State.]

ITEM IV - EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1980, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which Export Limitations Apply:

For the purpose of Part I, Article III, A(4) of this agreement, the commodity which may not be exported is: for rice - rice, in the form of paddy, brown or milled.

ITEM V - SELF-HELP MEASURES:

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Peru agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Continue GOP programs to improve the capability of research, extension, and education institutions which are assisting small-scale farmers in the sierra and high jungle regions to expand their food crop and livestock production. These efforts include:

a. Continued support to the National Agricultural Research Institute (INIA) for applied agricultural research, particularly in the areas of seed improvement, cropping sequences, and small animal production; and

b. Strengthening the extension service through improved technical and management training programs, greater mobility, and expanded career opportunities.

2. Continue activities to consolidate the program of agrarian reform through improved organization of associative enterprises.

3. Expand the facilities for making available short, medium and long term credit to farmers. This includes expanding the number of outlets to handle loans, upgrading personnel and procedures for reviewing and disbursing loans, more direct assistance in developing farm plans so as to reduce the farmer's and the lending agency's risk, and expanding the loanable funds, especially for the short term.

4. Continue programs to improve the rural infrastructure in the sierra and high jungle regions. Special emphasis should be placed on:

a. Construction of farm-to-market roads, and

b. Construction of small-scale irrigation projects in the sierra region which will expand agricultural production by small farmers.

5. Continue activities to improve the marketing system and facilities for agricultural products; as part of this effort, the GOP will:

a. Improve the regional grain storage system to reduce losses due to inadequate storage facilities and improper handling, and

b. Upgrade marketing facilities for perishable products to reduce losses incurred through inadequate handling, storage, and transportation.

6. Implement watershed management programs for the sierra region, including projects in soil conservation and rehabilitation, reforestation, and crop improvements. As part of this effort, the GOP will provide technical and management training for those officials in the General Directorate of Water Resources (DGA) and the General Directorate of Forestry and Fauna (DGFF) who are actively involved in watershed management programs.

ITEM VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used to help finance activities which directly improve the lives of the poorest of the recipient country's people.

B. To this end, first priority will be given to providing necessary local currency contributions to projects financed by the Agency for International Development in the fields, of food, nutrition, and rural development as identified in a Memorandum of Understanding (hereinafter "the Memorandum of Understanding") dated Feb.14th 1980 between the exporting country and the importing country for the Use of Proceeds from Sales of Agricultural Commodities financed under this Agreement and as identified in any subsequent amendments to the Memorandum of Understanding. The importing country agrees to make adequate provision for counterpart contributions to projects identified in the Memorandum of Understanding between the signing of this agreement and the actual generation of local currency through the sale of PL 480 Title I[1] commodities.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.* [Footnote added by the Department of State.]

C. Second priority will be given to general support of the GOP investment budget for development projects of mutual interest to the GOP and the U.S. Special emphasis will be given to the GOP's program of "Projects of Local Interest by Department" and to the construction and maintenance of penetration roads in the Peruvian high jungle. A procedure for the identification of these projects is set out in the Memorandum of Understanding.

D. Three months after the signing of this agreement and at three month intervals thereafter the Ministry of Economy and Finance shall provide to the U.S. AID Mission in Peru a report on the use of local currencies generated under this agreement.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. Done at Lima, in duplicate, the day of Fourteen February one thousand ninehundred eighty.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

Ambassador Harry Shlaudeman

FOR THE GOVERNMENT OF THE
REPUBLIC OF PERU

Ambassador Arturo García y García
Minister of Foreign Affairs

CONVENIO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú convienen en la venta de los productos agrícolas especificados más adelante. Este convenio consistirá del preámbulo y de las Partes I y III del Convenio firmado el 26 de Abril de 1978 conjuntamente con las siguiente Parte II:

Parte II - CONDICIONES PARTICULARES

ITEM I - TABLA DE PRODUCTOS:

Producto	Período de suministro (Año Fiscal de Estados Unidos)	Cantidad Máx. Aproximada (Ton. Met.)	Valor Máx. del Mercado de Exportac. (Millones)
Arroz	1980	53,000	Dols. 20.0
TOTAL			Dols. 20.0

ITEM II - CONDICIONES DE PAGO: Crédito en moneda local convertible (CMLC)

1. Pago inicial - Cinco (5) Por ciento
2. Fondo de Contrapartida - Ninguno
3. Número de Cuotas de Pago - Veinte y Uno (21)
4. Monto de cada Amortización - Aproximadamente en sumas anuales iguales.
5. Fecha de vencimiento de la Primera Cuota de Amortización - Tres (3) años después de la fecha de la última entrega de productos en cada año calendario.
6. Tasa de Interés Inicial - Dos (2) Por ciento
7. Tasa de Interés Vigente - Tres (3) Por ciento

ITEM III - TABLA DE COMERCIALIZACION USUAL:

Producto	Período de Importación (Año Fiscal de EE. UU.)	Requerimientos Normales del Mercado
Arroz	1980	Ninguno

ITEM IV - LIMITACIONES DE EXPORTACION:

A. Período de Limitación de la Exportación:

El período de limitación de la exportación será el año fiscal de Estados Unidos 1980 o cualquier año fiscal de Estados Unidos posterior durante el cual los productos financiados bajo este convenio están siendo importados o utilizados.

B. Productos a los cuales se aplican las Restricciones de Exportación:

Para los propósitos de la Parte I, Artículo III, A(4) de este convenio, el producto que no puede ser exportado es: arroz, arroz con cáscara, descascarado o pilado.

ITEM V - MEDIDAS DE AUTO-AYUDA:

A. Al implementar las medidas de auto-ayuda, se dará énfasis especial a la contribución directa del desarrollo de las áreas rurales menos favorecidas y permitir a los pobres la participación activa en el aumento de la producción agrícola mediante la pequeña agricultura.

B. El Gobierno del Perú conviene en llevar a cabo las siguientes actividades y al hacerlo se compromete a proporcionar los recursos financieros, técnicos y administrativos necesarios para su implementación.

1. Continuar con los programas del Gobierno del Perú para mejorar la capacidad de investigación, extensión y educación de las instituciones que están ayudando a los agricultores a pequeña escala en las regiones de la sierra y de ceja de selva para ampliar la producción de alimentos y de ganado. Estos esfuerzos incluyen:

a. Continuado apoyo al Instituto Nacional de Investigación Agrícola (INIA) para apoyar investigación agrícola aplicada, especialmente en las áreas de mejoramiento de semillas, secuencia de las cosechas, y producción de animales pequeños; y

b. Fortaleciendo el servicio de extensión a través de programas mejorados de capacitación técnica y de administración, una mayor movilidad, y de mayores oportunidades para hacer carrera.

2. Continuar los esfuerzos para consolidar el programa de la reforma agraria a través de una organización mejorada de las empresas asociativas.

3. Ampliar las facilidades para poner a disposición de los agricultores, crédito a corto, mediano y largo plazo. Esto comprenderá la ampliación del número de agencias encargadas de préstamos, mejorando

al personal y los procedimientos para la revisión y desembolso de los préstamos, una asistencia más directa en el desarrollo de planes agrícolas a fin de reducir el riesgo del agricultor y de la agencia que otorga el préstamo, y ampliando los fondos de préstamos, especialmente en los que se refiere a corto plazo.

4. Continuar con programas que mejoren la infraestructura rural en las regiones de la sierra y de ceja de selva. Se dará especial énfasis a lo siguiente:

a. Construcción de carreteras del agricultor-al-mercado, y

b. Construcción de proyectos de irrigación en pequeña escala en la región de la sierra que amplien la producción agrícola de los pequeños agricultores.

5. Continuar con las actividades para mejorar el sistema de comercialización y las facilidades para los productos agrícolas, como parte de este esfuerzo, el Gobierno del Perú:

a. Mejorará el sistema regional de almacenamiento de granos a fin de reducir las pérdidas debidas a las facilidades de almacenamiento inadecuadas y al manipuleo inapropiado, y

b. Mejorar los servicios de comercialización de artículos de fácil deterioro para reducir las pérdidas ocasionadas por manejo, almacenamiento y transporte inadecuados.

6. Implementar programas de manejo de cuencas para la región de la sierra, incluyendo proyectos de conservación y rehabilitación de suelos, reforestación y mejoramiento de cosechas. Como parte de este esfuerzo, el Gobierno del Perú proporcionará capacitación técnica y de administración para aquellos funcionarios en la Dirección General de Aguas (DGA) y la Dirección General de Foresta y Fauna (DGFF) que están activamente involucrados en programas de manejo de cuencas.

ITEM VI - FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR:

A. Los ingresos acumulados del país importador provenientes de la venta de productos financiados bajo este acuerdo, serán utilizados para ayudar a financiar las actividades que directamente mejoren las condiciones de vida de los más pobres del país receptor.

B. Con este fin, se otorgará primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional en los campos de alimentación, nutrición y desarrollo rural tal como se identifica en un

Memorandum de Entendimiento (de aquí en adelante "el Memorandum de Entendimiento") de fecha 14 Feb.1980 entre el país exportador y el país importador para el Uso de los Ingresos de la Venta de los Productos Agrícolas financiados bajo este Convenio y según se identifique en cualquier enmienda posterior al Memorandum de Entendimiento. El país importador conviene en hacer los arreglos necesarios para proporcionar los fondos de contrapartida requeridos para los proyectos enumerados en el Memorandum de Entendimiento dentro del periodo de la firma de este convenio y la actual generación de la moneda local a través de la venta de los productos de la Ley Pública 480, Título I.

C. La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Gobierno del Perú para el desarrollo de proyectos de interés mutuo para el Gobierno del Perú y los Estados Unidos. Se dará especial énfasis al programa del Gobierno Peruano de "Proyectos de Interés Local por Departamento" y a la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú. El procedimiento a seguir para la identificación de estos proyectos se establece en el Memorandum de Entendimiento.

D. Tres meses después de la firma de este convenio y posteriormente a intervalos de tres meses, el Ministerio de Economía y Finanzas proporcionará a la Misión de AID en el Perú, un informe sobre el uso de la moneda local generada bajo este convenio.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente convenio. Hecho en la Ciudad de Lima, este día catorce de febrero
de mil novecientos ochenta.

POR EL GOBIERNO DE LA
REPUBLICA DEL PERU

Embajador Arturo García y García
Ministro de Relaciones Exteriores

POR EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA

Embajador Harry Shlaudeman

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF PERU FOR THE USE OF PROCEEDS FROM SALES OF AGRICULTURAL COMMODITIES UNDER THE PL 480, TITLE I AGREEMENT SIGNED

A. Introduction

This Memorandum of Understanding (hereinafter "Memorandum of Understanding") between the Government of the United States of America (hereinafter "the United States") and the Government of the Republic of Peru (hereinafter "Peru") sets out the agreement of the United States and Peru on the uses to be made of the proceeds accruing to Peru from the sale of commodities financed under the Agreement dated Feb. 14, 1980, between the United States and Peru for sales of agricultural commodities (hereinafter "the Sales Agreement"), in accordance with the economic development purposes and priorities in Item VI, Part II of the Sales Agreement.

B. Purposes

1. The United States and Peru agree that proceeds accruing to Peru from the sale of commodities financed under the Sales Agreement will be used to finance activities which directly improve the lives of the poorest of Peru's people.

2. The United States and Peru agree that proceeds accruing to Peru from the sale of commodities financed under the Sales Agreement will be applied according to the following priorities:

a. First priority will be given to providing the required local currency contributions to projects financed by the Agency for International Development (hereinafter "AID") in food, nutrition and rural development. A list of these projects with the estimated local currency contribution requirements of Peru, by month, for them has been developed by the USAID Mission/Peru, the Peruvian National Planning Institute, and the Peruvian Ministry of Economy and Finance and is incorporated into this Memorandum of Understanding as Annex A. Peru agrees to make adequate provision for counterpart contributions to the projects listed in Annex A in the period between the signing of this agreement and the actual generation of local currency through the sale of commodities financed under the Sales Agreement.

b. Second priority will be given to general support of Peru's investment budget for development projects of mutual interest to Peru and the United States. Special emphasis will be given to Peru's program of "Projects of Local Interest by Department" and to projects for the construction and maintenance of penetration roads in the Peruvian high jungle.

A list of such projects and their financial requirements will be agreed to, through an exchange of letters, not later than one month after the signing of this Memorandum of Understanding and will be incorporated into this Memorandum of Understanding as Annex B.[1]

c. Three months after the signing of this Memorandum of Under - standing and at each three month interval thereafter the Peruvian Ministry of Economy and Finance shall provide to the USAID Mission/Peru a report on the use of local currencies generated under the Sales Agreement.

d. The USAID Mission/Peru, the National Planning Institute and the Ministry of Economy and Finance will consult regularly on the projects identified in Annex A and B of this Memorandum of Understanding. The USAID Mission Director and the Vice-Minister of Economy and Finance upon coordination with the National Planning Institute may modify the list of projects identified in these Annexes at any time as mutually agreed through the exchange of letters, without formal amendment of this Memorandum of Understanding or the exchange of diplomatic notes.

C. Final Provisions

1. This Memorandum of Understanding may be terminated by the mutual agreement of the United States and Peru.

2. This Memorandum of Understanding shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed this Memorandum of Understanding.

DONE at Lima , in duplicate, this fourteen

day of February , 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Ambassador Harry Shlaudeman

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

Ambassador Arturo García y García
Minister of Foreign Affairs

[1] Not printed. [Footnote added by the Department of State.]

MEMORANDUM DE ENTENDIMIENTO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DEL PERU PARA EL USO DE LOS INGRESOS GENERADOS COMO RESULTADO DE LA VENTA DE LOS PRODUCTOS AGRICOLAS BAJO EL CONVENIO DE LA LEY PUBLICA 480, TITULO I FIRMADO

A. Introducción

Este Memorandum de Entendimiento (de aquí en adelante "Memorandum de Entendimiento") entre el Gobierno de los Estados Unidos de América (de aquí en adelante "los Estados Unidos") y el Gobierno de la República del Perú (de aquí en adelante "Peru") establece el acuerdo de los Estados Unidos y el Perú sobre los usos de los ingresos acumulados por el Perú como resultado de la venta de los productos financiados bajo el Convenio de fecha **14 febrero de 1980** entre los Estados Unidos y el Perú para la venta de productos agrícolas (de aquí en adelante "el Convenio de Venta"), de acuerdo con los fines de desarrollo económico y prioridades en el Item VI, Part II del Convenio de Venta.

B. Propósitos

1. Los Estados Unidos y el Perú acuerdan que los ingresos acumulados por el Perú como resultado de los productos financiados bajo el Convenio de Venta serán utilizados para financiar actividades que directamente mejoren las condiciones de vida de los más pobres del Perú.

2. Los Estados Unidos y el Perú acuerdan que los ingresos acumulados al Perú de la venta de los productos financiados bajo el Convenio de Venta serán utilizados de acuerdo con las siguientes prioridades:

a. Se dará primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional (de aquí en adelante "AID") en los campos de alimentación, nutrición y desarrollo rural. Una lista de estos proyectos con el estimado de la contraparte requerida del Perú en moneda local, por mes, para ellos, ha sido preparada por la Misión de USAID en el Perú, el Instituto Nacional de Planificación y el Ministerio de Economía y Finanzas y se incorpora a este Memorandum de Entendimiento como Anexo A. El Perú conviene en hacer los arreglos necesarios para proporcionar las contribuciones de contrapartida a los proyectos enumerados en el Anexo A durante el período de la firma del Memorandum de Entendimiento y la actual generación de la moneda local a través de la venta de los productos financiados bajo el Convenio de Venta.

b. La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Perú para el desarrollo de proyectos de interés mutuo para el Perú y los Estados Unidos. Se dará especial énfasis al programa del Gobierno Peruano de "Proyectos de Interés Local por Departamento" y a proyectos para la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú. Una lista de estos proyectos y sus requerimientos de financiación, será acordada, a través de un intercambio de cartas a más tardar un mes después de la firma de este Memorandum de Entendimiento y será incorporada a este Memorandum de Entendimiento como Anexo.

c. Tres meses después de la firma de este Memorandum de Entendimiento y posteriormente a intervalos de tres meses, el Ministerio de Economía y Finanzas proporcionará a la Misión de USAID en el Perú un informe sobre el uso de la moneda local generada bajo este Convenio de Venta.

d. La Misión de USAID en el Perú, el Instituto de Planificación y el Ministerio de Economía y Finanzas se reunirán periódicamente para tratar sobre los proyectos enumerados en los Anexos A y B de este Memorandum de Entendimiento. El Director de la Misión de USAID y el Vice-Ministro de Economía y Finanzas, previa coordinación con el Instituto Nacional de Planificación, pueden modificar las listas de proyectos enumerados en estos Anexos en cualquier momento, según acuerdo mutuo a través del intercambio de cartas sin necesidad de una enmienda formal a este Memorandum de Entendimiento o el intercambio de notas diplomáticas.

C. Disposiciones Finales

1. Este Memorandum de Entendimiento puede ser terminado por mutuo acuerdo de los Estados Unidos y el Perú.

2. Este Memorandum de Entendimiento entrará en vigor a su firma.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito este Memorandum de Entendimiento.

HECHO en Lima, en duplicado, este día de 14 Febrero, 1980.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

Embajador Harry Shlaudeman

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Embajador Arturo García y García
Ministro de Relaciones Exteriores

ANEXO A

FONDOS DE CONTRAPARTIDA REQUERIDOS PARA LOS
PROYECTOS PERU-AID - CONVENIO DE LA LEY PUBLICA 480, TITULO I
FIRMADO

(Miles US$)

PROYECTOS	TESORO PUBLICO	PL-480	TOTAL
Tecnologías Rurales Apropiadas	16.5	82.6	99.1
Producción de Soya y Maíz en Peq. Emp.	15.3	102.1	117.4
Manejo de Agua a nivel de Parcela	4.3	23.6	27.9
Desarrollo de Pesca Continental	2.4	31.3	33.7
Centrales de Servicios Educativos	559.6	1,319.4	1,879.0
Educación Inicial como incentivo para el Desarrollo de la Comunidad	19.2	100 7	119.9
Salud Materno Infantil y Población Región Sur Medio	31.3	130.6	161.9
Servicio de Comunicaciones Rurales	41.7	64.6	106.3
CARITAS	-	1,041.7	1,041.7
OFASA	34.7	331.0	365.7
SEPAS	437.8	173.6	611.4
Programa de Alimentación Escolar	303.8	868.1	1,171.9
Cámara Gamma	-	43.8	43.8
Programa de Alimentación por trabajo en Pueblos Jóvenes 1/	-	2,000 0	2,000.0
Programa de Alimentos por Trabajo en Pueblos Jóvenes (adicional)	711.8	276 0	987.8
Desarrollo de Centrales Cooperativas Agrarias	11.9	62.5	74 4
Desarrollo de Tierras en Ceja de Selva	699.4	972 2	1,671.6
Desarrollo Regional Integrado	173.6	208 3	381.9
Extensión de Coberturas de Salud Primaria Integral	105.0	300 0	405.0
Coordinación para el Desarrollo Regional 1/	-	37.5	37.5
Inventario de Recursos-Planificación Medio Ambiental 1/	-	100.0	100.0
Pequeños Rumiantes 1/	-	48.0	48.0
Administración de Suelos Tropicales	-	40.6	40.6
TOTAL	3,168.3	8,358.2	11,526.5

1/ Estimado de fondos requeridos para proyectos que se suscribirán durante el año 1980.

DESEMBOLSOS MENSUALES DE FONDOS DEL CONVENIO DE LA LEY PUBLICA 480, TITULO I, FIRMADO

ANEXO A

PROYECTOS PERU-AID
(Millones de Soles)

PROYECTOS	ENE	FEB	MAR	ABR	MAY	JUN	JUL	AGO	SET	OCT	NOV	DEC	TOTAL
Producción de Soya y Maíz en Pequeñas Empresas	0.5	1.4	1.5	1.4	1.4	6.0	9.4	2.0	1.6	1.4	1.4	1.4	29.4
Manejo de Agua a Nivel de Parcela	-	1.6	1.0	0.5	0.5	0.6	0.5	0.5	0.5	0.4	0.4	0.3	6.8
Reforestación de Laderas Altoandinas (SEPAS)	-	-	2.7	7.0	7.0	9.1	4.2	4.2	4.2	3.8	3.8	4.0	50.0
Salud Materno Infantil y Población en la Región Sur Medio	-	2.0	2.0	3.9	3.9	3.9	3.9	3.9	3.9	3.4	3.4	3.4	37.6
Extensión de Cobertura de Salud Primaria Integral	-	-	-	15.0	15.2	-	10.8	19.2	9.2	17.0	-	-	86.4
Infraestructura Básica de Servicios de Salud CARITAS	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	300.0
OFASA	-	8.4	8.4	8.4	8.4	8.4	8.4	8.4	8.5	9.0	9.5	9.5	95.3
Programa de Alimentación Escolar	20.8	20.8	20.8	20.8	20.8	20.8	20.8	20.8	20.8	20.8	20.8	21.2	250.0
Cámara Gamma	-	-	-	7.2	5.4	-	-	-	-	-	-	-	12.6
Desarrollo de Centrales de Cooperativas Agrarias	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	18.0
Centrales de Servicios Educativos	-	-	-	280.0	-	-	-	100.0	-	-	-	-	380.0
Educación Inicial como Incentivo para el desarrollo de la Comunidad	-	-	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	2.9	29.0
Tecnologías Rurales Apropiadas	2.3	1.4	1.4	1.8	2.0	2.4	2.4	2.5	2.6	2.3	1.8	0.9	23.8

PROYECTOS	ENE	FEB	MAR	ABR	MAY	JUN	JUL	AGO	SET	OCT	NOV	DIC	TOTAL
Servicios de Comunicaciones Rurales	-	1.6	1.6	1.7	1.7	1.7	1.7	1 7	1 7	1.7	1.7	1.8	18 6
Desarrollo de las Tierras de Ceja Selva	-	70.0	40.0	63.0	3.0	2.0	2.0	52.0	42.0	2.0	2 0	2.0	280.0
Desarrollo de Pesca Continental en el Dep. de Ancash	-	-	-	-	-	-	-	2 0	3.0	3.0	1.0	-	9 0
Desarrollo Regional Integrado	-	4 8	9.6	5.4	7.2	5.4	4 8	4.8	4.2	4.2	4.8	4.8	60.0
Programa de Alimentos por Trabajos en Pueblos Jóvenes (Adicional)	-	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.2	7.5	79.5
Programa de Alimentos por Trabajo en Pueblos Jóvenes 1/	-	-	86.4	86.4	86.4	57.6	43.2	43.2	43.2	43.2	43.2	43.2	576.0
Administración de Suelos Tropicales	-	-	1.1	1.1	1.1	1.1	1.1	1.1	1.2	1.3	1.3	1.3	11.7
Coordinación para el Desarrollo Regional 1/	-	-	-	-	-	-	1.8	1.8	1 8	1 8	1.8	1.8	10.8
Inventario de Recursos - Planificación Medio Ambiental 1/	-	-	-	-	5.8	5 8	2.8	2.8	2.9	2.9	2 9	2.9	28.8
Pequeños Rumiantes 1/	-	-	-	1 5	1.5	1.5	1.5	1.5	1.5	1.6	1.6	1.6	13.8
TOTAL	50.1	145.7	213.2	541 7	207.9	162.9	155.9	309.0	189.4	156.4	138.0	137.0	2,407 1 2/

1/ Estimado de Fondos requeridos para proyectos que se suscribirán durante el año 1980.

2/ Equivalente a US$8,358,200 al cambio promedio estimado de S/ 288 por US$.

TRANSLATION

Annex A

Counterpart Funds Required for the Peru-AID Projects--Agreement for Public Law 480, Title I Signed

(Thousands of US Dollars)

Projects	Public Treasury	PL-480	Total
Appropriate Rural Technologies	16.5	82.6	99.1
Small-scale Soy and Corn Farming	15.3	102.1	117.4
Water Management for Single Plots	4.3	23.6	27.9
Continental Fishery Development	2.4	31.3	33.7
Educational Service Centers	559.6	1.319.4	11,879.0
Initial Education as an Incentive for Community Development	19.2	100.7	119.9
Mother and Child Health and Population Mid-southern Region	31.3	130.6	161.9
Rural Communications Service	41.7	64.6	106.3
CARITAS		1,041.7	1,041.7
OFASA	34.7	331.0	365.7
SEPAS	437.8	173.6	611.4
School Food Program	303.8	868.1	1,171.9
Camara Gamma		43.8	43.8
Food-for-Work Program in New Towns[1]		2.000.0	2.000.0
Food-for-Work Program in New Towns (additional)	711.8	276.0	987.8
Development of Agricultural Cooperatives	11.9	62.5	74.4

[1]Estimate of funds required for projects that will be endorsed in 1980.

Projects	Public Treasury	PL-480	Total
Development of Land on the Edge of the Jungle	699.4	972.2	1,671.6
Comprehensive Regional Development	173.6	208.3	381.9
Extension of Comprehensive Primary Health Coverage	105.0	300.0	405.0
Regional Development Coordination[1]		37.5	37.5
Resource Inventory--Environmental Planning[1]		100.0	100.0
Small Ruminants[1]		48.0	48.0
Tropical Soil Management		40.6	40.6
Total	3.168.3	8,358.2	11,526.5

[1]Estimate of funds required for projects that will be endorsed in 1980.

Annex A

Monthly Disbursement of Funds from the

Agreement under Public Law 480, Title I, Signed

Peru-AID Projects
(Millions of Soles)

Projects

[For dates and amounts, see pp. 2714-2715.]

Small-scale Soy and Corn Farming

Water Management for Single Plots

Reforestation of High Andean Slopes (SEPAS)

Mother and Child Health and Population in the Mid-southern Region

Extension of Comprehensive Primary Health Coverage

Basic Infrastructure of Health Services CARITAS

OFASA

School Food Program

Camara Gamma

Development of Agricultural Cooperatives

Educational Service Centers

Initial Education as an Incentive for Community Development

Appropriate Rural Technologies

Rural Communications Services

Development of Land on the Edge of the Jungle

Continental Fishery Development in Ancash Department

Comprehensive Regional Development

Food-for-Work Program in New Towns[1]

Tropical Soil Management

Regional Development Coordination[1]

Resource Inventory--Environmental Planning[1]

Small Ruminants[1]

Total[2]

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[1]Estimate of funds required for projects that will be endorsed in 1980.

[2]Equivalent to US$358,200 at the estimated average exchange rate of S/.288 per US$. [This refers to the grand total figure in the original.]

COLOMBIA

Trade in Textiles and Textile Products

Agreement amending the agreement of August 3, 1978, as amended.
Effected by exchange of notes
Signed at Bogota July 31 and August 11, 1980;
Entered into force August 11, 1980.

The American Economic/Commercial Counselor to the Colombian Exports Sub-Director, Instituto de Comercio Exterior (INCOMEX)

EMBASSY OF THE
UNITED STATES OF AMERICA

BOGOTA, COLOMBIA
July 31, 1980

Doctor JOSÉ ALBERTO PÉREZ TORO
Sub-Director de Exportaciones
INCOMEX
Calle 28 No. 13A–15 Piso 7
Bogota

DEAR DOCTOR PÉREZ:

I refer to the Agreement between the United States of America and the Republic of Colombia relating to trade in cotton, wool, and man-made fiber textiles and textile products, with annexes, effected by exchange of notes August 3, 1978 as amended [1] ("The Agreement") and to your letter of June 24, 1980 [2] concerning exports from Colombia to the United States of products classified in U.S. textile Category 444 (women's, girl's and infants' wool suits).

On behalf of my Government, I have the honor to propose that paragraph 5 of the Agreement be amended to establish a specific limit for Category 444 beginning with a level of 230,000 square yards equivalent for the 1979–1980 Agreement year.

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[1] TIAS 9515, 9645, 9713; 30 UST 5509; 31 UST 4832; *ante*, p. 482.
[2] Not printed.

If this proposal is acceptable to your Government, this letter and your letter of confirmation shall constitute an amendment to the Agreement.

Sincerely yours,

GEORGE H. THIGPEN

George H. Thigpen
Economic Commercial Counselor

The Colombian Exports Sub-Director, Instituto de Comercio Exterior (INCOMEX), to the American Economic/Commercial Counselor

INCOMEX 13609

BOGOTÁ, D.E. *11 AGO 1980*

E. #6363

Señor
GEORGE H. THIGPEN
Consejero Económico y Comercial
Embajada Estados Unidos
Calle 37 No. 8-40
Ciudad

APRECIADO SEÑOR THIGPEN:

Con relación a su carta del pasado 31 de Julio, me permito manifestarle que el Gobierno de Colombia acepta y agradece se haya tenido en cuenta la solicitud de establecer un límite específico para la categoría 444 (vestidos de lana para mujeres, niñas e infantes) comenzando con un nivel de 230.000 yardas cuadradas para el año textil correspondiente al período que comprende del 1º de Julio de 1979 al 30 de Junio de 1980.

Por lo tanto esta nota y la suya se constituyen en una enmienda al Acuerdo.

Atentamente,

JOSE ALBERTO PEREZ TORO

Jose Alberto Perez Toro
Subdirector Exportaciones

[SEAL]

Translation

INCOMEX

BOGOTA, *August 11, 1980*

Mr. GEORGE H. THIGPEN
Economic and Commercial Counselor
United States Embassy
Calle 37 No. 8–40
Bogota

No. 6363

DEAR MR. THIGPEN:

In response to your letter of July 31, 1980, I wish to inform you that the Colombian Government is gratified that its request was taken into consideration and it accepts the establishment of a specific limit for Category 444 (wool dresses, women's, girl's, and infant's) starting with a level of 230,000 square yards for the textile year commencing on July 1, 1979 and ending on June 30, 1980.

Therefore, this note and your note constitute an amendment to the Agreement.

Sincerely,

JOSE ALBERTO PEREZ TORO

Jose Alberto Perez Toro
Assistant Director for Exports

[SEAL]

EGYPT

University Collaboration for Economic, Technical and Social Development

Agreement signed at Cairo September 28, 1980;
Entered into force September 28, 1980.

A.I.D. PROJECT NUMBER 263-0118

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND
THE UNITED STATES OF AMERICA
FOR
UNIVERSITY LINKAGES

DATED: September 28, 1980

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ANNEX 1 Description of Project		

[1] Not printed herein. For text, see TIAS 8830: 29 UST 501. [Footnote added by the Department of State.]

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A.I.D. Project Number 263-0118

Project Grant Agreement

Dated: September 28, 1980

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to (a) establish a grants-commission capability within the Foreign Relations Coordination Unit ("FRCU") of the Supreme Council of Universities ("SCU") and (b) finance collaboration between United States and Egyptian universities in activities related to solving problems of development.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written

agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant the Grantee under the terms of this Agreement not to exceed Twenty-seven Million Five Hundred Thousand United States ("U.S.") Dollars ($27,500,000)("Grant").

The Grant may be used to finance Foreign Exchange Costs, as defined in Section 6.1, and Local Currency Costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the Egyptian Pound equivalent of Twelve Million U.S. Dollars ($12,000,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Six Million Eight Hundred Sixty Thousand U.S. Dollars ($6,860,000) including costs borne on an "in-kind" basis.

[1] 75 Stat. 424; 22 U.S.C. § 2151. [Footnote added by the Department of State.]

SECTION 3.3. Project Assistance Completion Date.

(a) The Project Assistance Completion Date ("PACD"), which is September 27, 1985, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be

made, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles with specimen signatures of the persons who will act as the representatives of the Grantee;

(b) Evidence that the FRCU has been established and will operate with procedures and an employee compensation policy satisfactory to A.I.D.;

(c) Evidence that the SCU and FRCU have been delegated all legal authority necessary to implement the Project, including, but not limited to, the authority to make linkage awards to Egyptian and United States entities, to monitor the use of such awards and to make disbursements for both Local Currency and Foreign Exchange Costs in a timely manner; and

(d) Such other documentation and information as A.I.D. may reasonably require.

SECTION 4.2. Disbursement for First-Subgrant-Cycle Mini-Linkages. Prior to disbursement, or the issuance by A.I.D. of documentation pursuant to which disbursement will be made, for the first-subgrant-cycle mini-linkages, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that the long-term technical-assistance contractor as approved by A.I.D. has been engaged by the Grantee.

(b) Evidence that the Grantee has established procedures acceptable to A.I.D., for the trial period of mini-linkage awards.

SECTION 4.3. Disbursement for Linkages Other Than First-Subgrant-Cycle Mini-Linkages. Prior to disbursement, or the issuance by A.I.D. of

documentation pursuant to which disbursement will be made, for linkages other than first-subgrant-cycle mini-linkages, the Grantee shall, except as the Parties otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that the organization, procedures and policies necessary for the full-scale subgrant system have been established and that the FRCU has in place adequate staff, office space and equipment to implement such system.

SECTION 4.4. Notification. When A.I.D. has determined that the Conditions Precedent specified in Sections 4.1, 4.2 and 4.3 have been met, it will promptly notify the Grantee.

SECTION 4.5. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 120 days from the date of this Agreement or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit

such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Additional Covenants.

(a) The Grantee shall pay all compensation of Grantee employees beginning not later than the beginning of the Grantee's third fiscal year after satisfaction of the Conditions Precedent specified in Section 4.3.

(b) The Grantee shall establish or cause to be established formal procedures acceptable to A.I.D. which will ensure that environmental considerations are taken into account in determining whether or not a particular linkage proposal qualifies for an award.

(c) The Grantee shall, except as A.I.D. may otherwise agree in writing, take appropriate action through the SCU and FRCU to insure that activities financed under the Project do not include weather modification, police, public safety or military training and related fields; or training or research in nuclear technology.

(d) The Grantee shall, except as A.I.D. may otherwise agree in writing, set aside an amount of Two Million Five Hundred Thousand ($2,500,000) U.S. dollars from funds made available under the Grant for linkages between Egyptian universities and U.S. land-grant universities. Amounts set aside but not subgranted within three years from the date of signing of this Agreement shall be available for general Project purposes.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b), with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for

reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 7.4. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses.

To the Grantee:

Ministry of Economy
8 Adly Street
Cairo, Egypt

and

Ministry of Education and
Scientific Research
Sharia El Falaki
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the offices of Minister of Economy, Minister of State for Education and Scientific Research, and Chairman, Supreme Council of Universities, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2)[1] is attached and forms part of this Agreement.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

[1] See footnote 1, p. 2725. [Footnote added by the Department of State.]

ARAB REPUBLIC OF EGYPT

BY: A. Abdel Meguid

NAME: Dr. Abdel Razzak Abdel Meguid
Deputy Prime Minister for
TITLE: Economic & Financial Affairs &
Minister of Planning, Finance
& Economy

UNITED STATES OF AMERICA

BY: Alfred L. Atherton, Jr.

NAME: Alfred L. Atherton, Jr.

TITLE: American Ambassador

Implementing Organization

In acknowlegement of the foregoing Agreement, a respresentative of the implementing organization has subscribed his name:

MINISTRY OF EDUCATION
AND SCIENTIFIC RESEARCH

BY: Moustafa Kamal Helmi

NAME: Dr. Moustafa Kamal Helmi
Minister of State for
TITLE: Education & Scientific
Research & Chairman, Supreme
Council of Universities

ANNEX 1

Description of Project

This Project will assist the Grantee to engage faculty members of Egyptian universities in solving problems of development.* This Project will accomplish this aim by establishing a procedure to award subgrants to assist Egyptian universities, in collaboration with U.S. universities, either to solve problems of development or to increase their capacity to do so.

The Project will finance two categories of joint United States-Egyptian activities: (1) direct problem-solving focused on development areas of high priority to Egypt, and (2) building the capacity of Egyptian universities either as support for direct problem-solving or as an eventual aid to Egypt's effort to develop. Only those activities listed in Table I, following, will be eligible for Project funding. To be eligible for funding, university capacity building must be justified in terms of how it affects development problem areas selected each year as part of the subgrant cycle. Egyptian universities will have the opportunity to suggest problem areas. Based on such suggestions, problem areas which will be eligible for funding will be selected and ranked. Capacity building will include, among other things, faculty improvement, research, curriculum revision, and outreach programs.

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* For purposes of this Project, "solving problems of development" means bringing about economic, technical or social change in Egyptian society. The particular problems to be addressed will be further delimited during Project implementation.

Table I

University Linkages

Eligible Linkage Activities

I. Direct Problem Solving

- Joint research (w/Grantee, Public Sector, and/or Private Sector in advisory role)
- Joint seminars/workshops/conferences (w/Grantee, Public Sector and Private Sector invited)
- Joint consultative/advisory roles (w/Grantee, Public Sector, and/or Private Sector as team members)

II. Capacity Building

- Faculty exchange
- Joint seminars/workshops/conferences between linkage universities (w/possible Grantee, Public Sector or Private Sector participation)
- One way U.S. consultative/advisory role
- U.S. graduate study for Egyptians

Collaborative activities funded by the Project may be of two types:

(1) maxi-linkages, which are comprehensive, long-term, multiple activities involving the same Egyptian and United States universities and focusing on a single problem area, or

(2) mini-linkages, which are low-cost collaborations in one or more activities involving the same Egyptian and United States universities, and probably focusing on one aspect of a single problem area. The two types of collaboration differ principally in intensity, longevity and cost.

Both types of collaboration will engage Egyptian universities more fully in the process of development by inducing faculty members to work directly on solving problems of development.

The Project will have two phases. In the first phase, which will last about one year, the FRCU will establish, with the assistance of a long-term United States contractor, procedures for awarding subgrants and will undertake a small-scale trial subgrant program limited to mini-linkages. Full-scale operations will commence in the second phase with subgrants for both maxi- and mini-linkages. Subgrant-award cycles will recur annually. The long-term United States contractor will provide technical assistance during both phases.

Problem solving activities will reflect the priorities of Egyptian development needs as defined by Egyptians. The Egyptian Five-Year Plan (1980-84) will be used as the fundamental guide in selecting and ranking development problem areas. However, it is expected that problems of agriculture and rural development, population and health, and education and human resources will be emphasized. Standard A.I.D. restrictions as set forth in A.I.D. Handbook 1, as from time to time revised, will apply to the use of A.I.D. funds. For this reason, activities in weather modification; police, public safety, or military training and related fields; and training or research in nuclear technology will not be permitted under the Project. Each year before the Grantee solicits proposals for awards, the problem areas will be mutually agreed to by the Grantee and A.I.D.

The Parties encourage the participation of U.S. land-grant universities in Project linkage activities. Accordingly, $2,500,000 of the total A.I.D. funding shall be reserved for awards for linkages with such universities. A.I.D. will designate in a Project Implementation Letter the institutions which will be eligible for awards from the reserved funds. Any portion of the reserved funds which has not been awarded within three years after the signing of this Agreement shall revert to general Project use. The reserved funds represent the minimal amount of funding available for U.S. land-grant universities and the reservation of funds shall not be construed to limit the participation of such universities in linkages using the $25,000,000 of unreserved A.I.D. Project funding.

Project Guidelines

The following guidelines summarize some general understandings about the Project. They are intended to guide the FRCU, the Joint Executive Board, and the long-term contractor in implementing the Project. In the course of implementing the Project, the Parties understand that the Joint Executive Board may need to modify certain guidelines. The details of organization and procedure necessary to implement the Project will be formulated by the FRCU with the assistance of the long-term U.S. contractor during Phase I of the Project, subject to A.I.D. approval.

Activities will be selected for funding on a competitive basis. All Egyptian universities which are members of the SCU will be eligible for

subgrants. All United States universities and institutions of higher learning which are recognized by the SCU as part of its normal accreditation process will be eligible for awards. Existing or future relationships between United States and Egyptian universities will not affect eligibility for linkage awards, except that a university may not receive subgrants for more than two maxi-linkages over the life of the Project.

A U.S.-Egyptian Joint Executive Board will establish policy for the FRCU. This board must approve all maxi-linkage awards. Each maxi-linkage will have its own U.S.-Egyptian linkage advisory committee for technical guidance. The FRCU will draw on the SCU standing committees for technical support.

Awards for mini-linkages and maxi-linkages may be made for the same problem area. However, a problem area will generally not have more than one maxi-linkage, but may have several mini-linkages. The FRCU may decline to make awards in a given problem area if the evaluating committees deem the proposals in that area inadequate.

Not more than one-third of the A.I.D. funding may be awarded as subgrants in any one Project year. Some awards must be made in each Project year.

At least one-third of the awards made in a given year will be reserved for mini-linkages.

During Phase I, the FRCU will develop criteria for selecting linkage proposals for funding and will communicate these criteria to all interested parties, for example, by including these criteria in the solicitation for linkage proposals. The following criteria should be

be included if possible: (i) qualifications of the faculties involved, (ii) technical merit of the approach, (iii) significance of the problem addressed, (iv) cost effectiveness, and (v) adequacy of the plan for utilizing the results of the linkage.

In making an award for a maxi-linkage, the FRCU may establish conditions for the management of the maxi-linkage as appropriate. Activities included within a mini-linkage will be fixed once the mini-linkage proposal is approved by the FRCU.

The results and findings of linkage activities, including data developed, will generally be made availale for public dissemination and use. Procedures should be developed to insure that all information developed is transmitted to the relevant Grantee ministries.

The compensation policy of the Fulbright Commission, modified to include personal compensation for work performed in one's own country, will be the basis for Project compensation (Table II). No overhead will be paid under the Project, as is the policy with most grant foundations. However, direct costs that can be substantiated will be eligible for reimbursement in the case of U.S. universities. Overhead and non-salary direct costs in the case of Egyptian universities are considered part of their contribution to the Project.

The compensation guidelines will be reviewed two years after Project inception and revised if necessary.

Initially, A.I.D. funds may be used to pay incentive compensation to Egyptian members of a linkage team and to employees of the FRCU. The Grantee will establish compensation rates and policy for both groups during Phase I of the Project, subject to A.I.D. approval. An interim compensation policy will be established for FRCU employees, if necessary, to allow initial operations to begin. A.I.D. funds will be used to compensate work performed under the Project that exceeds an employee's normal responsibility and will not be used to replace or pay normal salaries.

The Grantee will begin to pay all incentive compensation for Grantee employees as soon as possible but, in any event, not later than the start of Grantee's third fiscal year after the conditions precedent specified in Section 5.2 are satisfied.

Table II

University Linkages

Compensation Policy Guidelines 1/

		Egyptian	U.S.
1.	Travel	Fulbright Policy	Fulbright Policy
2.	Per Diem	Intl: Fulbright Policy Egypt: University Policy	Intl: Fulbright Policy USA: USG Area Rates
3.	Salaries/Stipends 2/ Honoraria/Benefits	USA: Fulbright Policy Egypt: Direct Costs 3/	Egypt: Fulbright Policy USA: Direct Costs
4.	Allowances/ Differential 4/	USA: Fulbright Policy Egypt: None	Egypt: Fulbright Policy USA: None
5.	Housing/Utilities 4/	USA: Fulbright Policy Egypt: None	Egypt: Fulbright Policy USA: None
6.	University Overhead	None	Substantiated Direct Costs only

1/ No costs incurred prior to linkage awards will be paid.

2/ No personal compensation will be paid for participation in seminars, conferences, workshops.

3/ Compensation rates and policy will be established during Phase I of the Project and agreed to by A.I.D. A.I.D. Grant funds may be used to pay incentive compensation to Egyptian faculty members during the period required for Grantee funding to be obtained through its normal budgetary process. Thereafter, the Grantee will pay all Egyptian compensation under the Project. A parallel policy shall be in effect for employees of the FRCU.

4/ It is recommended that a Fulbright-type support service be provided to visiting U.S. and Egyptian faculty members. Long experience in the Fulbright program has shown that faculty members are more effective and have a better personal experience if they receive assistance with travel, housing, local regulations, etc.

Technical Assistance and Training

Technical assistance and training will be provided to the FRCU under a host-country contract to assist it to develop and operate as an effective subgrants commission. A U.S. contractor, probably a grant foundation, will provide long-term advisors, short-term consultants, and both U.S. and in-country training.

The Parties anticipate that during Phase I, the contractor will assist the FRCU to develop the following:

(i) FRCU organizational structure

(ii) FRCU operational procedures and policies;

(iii) FRCU personnel/space/equipment requirements

(iv) Role & composition of committees & boards

(v) Development problem identification procedure

(vi) Subgrant proposal, evaluation, and award procedure

(vii) Accounting, legal and disbursement procedures satisfactory to A.I.D. and standard provisions for linkage awards; and

(viii) Information system on U.S. universities and academic associations

During Phase II, the contractor will assist the FRCU to refine the administration and management of the subgrant process.

Commodities

A few commodities will be procured to set up the FRCU. Review and identification of equipment and supply requirements and their specifications will be made in the early fall of 1980. Procurement may commence when the conditions precedent to initial disbursement have been met.

Commodities may also be purchased with A.I.D. funds for use in the various linkage activities. Such commodities will be limited to use in Egyptian universities and are expected primarily to be teaching or research materials and equipment. No supplies ordinarily stocked by participating university departments, vehicles or furniture will be eligible for A.I.D. funding as part of a linkage award.

Implementation

Project implementation will be the responsibility of the FRCU within the SCU.

The FRCU will have primary responsibility for the daily operations of the subgrant process and will coordinate and direct its administration. A joint U.S.-Egyptian executive board, including a non-voting member from A.I.D., will be created to provide overall policy guidance to the FRCU and to review and approve recommendations for the maxi-linkages. Evaluation-advisory and policy-advisory committees, drawn largely from the standing committees of the SCU, will provide staff support to the FRCU on technical evaluation matters and the selection of development problem areas. The Committees will generally contain membership from relevant Grantee ministries, the private and public sectors, and the FRCU.

A linkage advisory committee will be formed for each maxi-linkage with the membership largely drawn from the participating universities. Relevant Grantee ministries, the private and the public sectors and the FRCU will also be represented. Membership in the linkage-advisory committees is intended to overlap partially with membership of the policy- and evaluation-advisory committees that will provide support to the FRCU.

Disbursement Procedures

A.I.D. will disburse funds to the FRCU on the basis of an itemized monthly reimbursement request and such other supporting documentation as A.I.D. may require. The FRCU will be expected to make all direct disbursements required under the Project, except for disbursements under an A.I.D. direct letters of commitment to U.S. contractors. A working capital advance will be made to the FRCU after the Conditions Precedent to initial disbursement are met.

The FRCU will make subgrants in accordance with A.I.D. Handbook 13 to the extent such procedures can be made applicable.

Financial Plan

An estimated Project budget and illusrative finacial plan are shown in Table III. All Grantee contributions will be in local currency.

Table III

University Linkages

Summary Cost Estimate and Financial Plan

($ million)

	AID		GRANTEE		TOTAL	
	$	L.E.*	$	L.E.*	$	L.E.*
U.S. Salaries/Allowances	7.35	0.36	-	-	7.35	0.36
Egyptian Salaries/Allowances	2.21	3.86	-	2.59	2.21	6.45
Air Travel/Per Diem	1.72	4.90	-	0.10	1.72	5.00
Technical Assistance/Training	1.44	0.26	-	-	1.44	0.26
Equipment/Supplies	2.55	2.55	-	0.30	2.55	2.85
Project Evaluation	0.25	0.05	-	-	0.25	0.05
Overhead	-	-	-	3.87	-	3.87
	15.52	11.98	0	6.86	15.52	18.84
	$27.5		$6.86		$34.36	

* Dollar equivalent of L.E. costs, @ $1 = L.E. .70

EGYPT

Economic Assistance: Administrative Decentralization

Agreement signed at Cairo September 28, 1980;
Entered into force September 28, 1980.

A.I.D. PROJECT NUMBER 263-0143

GRANT AGREEMENT

BETWEEN

THE ARAB REPUBLIC OF EGYPT

AND

THE UNITED STATES OF AMERICA

FOR

DECENTRALIZATION SUPPORT FUND

Dated: September 28, 1980

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[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. PROJECT NUMBER 263-0143

Project Grant Agreement

Dated: September 28, 1980

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the Agency for International Development ("A.I.D.").

Whereas the Government of Egypt wishes to expand decentralization of developmental decision making through greater participation by the Governorates in budgeting and in the planning for infrastructure and human needs projects, and intends to continue to increase its financial contributions for support of provincial programs and provide the necessary technical assistance to assist the provinces in carrying out their projects and programs more effectively, NOW THEREFOR the Grantee and A.I.D. agree as follows:

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will assist the Grantee to accelerate

the process of administrative decentralization in rural Governorates by increasing investment budgets under the jurisdiction of the Governorates. The Project will finance equipment procurements, maintenance requirements, consulting services, and Project evaluation. Implementation of the Project will be coordinated by the Ministry of Economy. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the parties named in Section 8.2 without formal amendment of this Agreement.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Fifty Million United States ("U.S.") Dollars ($50,000,000)("Grant").

The Grant may be used to finance Foreign Exchange Costs, as defined in Section 6.1, and Local Currency Costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the Parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the Egyptian Pound equivalent of Five Million U.S. Dollars ($5,000,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other

[1] 75 Stat. 424; 22 U.S.C. § 2151.

resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Ten Million U.S. Dollars ($10,000,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1984, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project

Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement

SECTION 4.1. Conditions Precedent to First Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names of persons authorized to act as the representatives of the Grantee together with a specimen signature of each person specified in such statement.

(b) Such other documentation and information as A.I.D. may reasonably require.

SECTION 4.2. Conditions Precedent to Subsequent Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, for the purpose of procuring goods and services other than goods and services to be procured directly by A.I.D., the Grantee shall furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the eligibility criteria which will be applied to determine whether equipment is eligible for financing under the Project;

(b) Evidence that funds made available under the Project will be provided to the participating Governorates through national budget allocations to the Governorates; and

(c) Evidence that the Grantee has established procedures for (1) monitoring Project procurement and utilization of the commodities by the Governorates; and (2) obtaining refunds from the Governorates when Project funds have not been utilized in accordance with terms and conditions of the Project Agreement.

SECTION 4.3. Notification. When A.I.D. has determined that the Conditions Precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1 have not been met within 90 days from the date of this Agreement or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Cooperation of the Parties. The Grantee shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. The Grantee and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance of the consultants, contractors and suppliers engaged on the Project and other matters related to the Project.

SECTION 5.3. Increase in Governorate Budgets. The Grantee agrees that the budget allocations made to the Governorates for the purpose of providing them with the funds made available under the Project will represent additions to the budget allocations which would normally have been made to such Governorates.

SECTION 5.4. Project Staffing. The Grantee will take appropriate steps to ensure that the Governorates assign sufficient specific staff members to the Project for purposes of carrying out implementation activities.

SECTION 5.5. Maintenance Budget. The Grantee agrees that in establishing national budgets subsequent to the effective date of the Project Grant Agreement the Grantee will take into account the requirement for funds by the Governorates for the maintenance of Governorate equipment whether financed under the Grant or not. The Grantee agrees to periodically consult with A.I.D. and the consultant financed under the Project to ensure that such considerations are made part of the normal budget allocation process.

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SECTION 5.6. Environment. The Grantee agrees to establish a formal procedure acceptable to A.I.D. which will ensure that environmental considerations are taken into account by the Governorates in the process of selection of equipment to be procured with funds made available under the Project.

Article 6: Procurement Source, Eligibility, and Utilization of Commodities

SECTION 6.1. Foreign Exchange Costs.

(a) Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt ("Local Currency Costs").

SECTION 6.3 A.I.D. Regulation 1. This Grant and the procurement and utilization of commodities and commodity-related services financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, except as A.I.D. may otherwise specify in writing. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

SECTION 6.4 Eligible Items

(a) The commodities eligible for financing under this Grant shall be those mutually agreed upon by the Parties and specified in the Implementation Letters and Commodity Procurement Instructions issued to Grantee by A.I.D. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Grant. Eligible Items will be subject to the requirements and Special Provisions of Parts I, II, and III of the A.I.D. Commodity Eligibility Listing which will be transmitted with the first Implementation Letter. Other commodities or services shall become eligible for financing only with the written agreement of A.I.D.. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Grant or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories

described in Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

SECTION 6.5. Procurement for Public Sector.

(a) With respect to procurement under this Gant by or for Grantee, its departments and instrumentalities, the provisions of Section 201.22 of A.I.D. Regulation 1 regarding formal competitive bid procedures will apply unless A.I.D. otherwise agrees in writing.

SECTION 6.6. Utilization of Commodities.

(a) Grantee will assure that commodities financed under this Grant will be effectively used for the purposes for which the assistance is made available. To this end, the Grantee will use its best efforts to assure that the following procedures are followed:

(i) accurate arrival and clearance records are maintained by customs authorities: commodity imports are promptly processed through customs at ports of entry: such commodities are removed from customs and/or bonded warehouses within ninety (90) calendar days from the date the commodities are unloaded from the vessel at the port of entry, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing:

(ii) proper surveillance and supervision are maintained to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters; and

(b) Grantee will assure that commodities financed under this Grant will not be reexported.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 7.4. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:	To A.I.D.
Ministry of Economy 8 Adly Street Cairo, Egypt	A.I.D. U.S. Embassy Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the offices of Minister of Economy and A.I.D. will be represented by the individual holding or acting in the Office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives

of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) [1] is attached and forms part of this Agreement.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY: A. Meguid

NAME: Dr. Abdel Razzak Abdel Meguid

TITLE: Deputy Prime Minister for Economic & Financial Affairs and Minister of Planning, Finance and Economy

UNITED STATES OF AMERICA

BY: Alfred L Atherton

NAME: Alfred L Atherton

TITLE: American Abbassador

[1] See footnote 1, p. 2751.

Annex 1

Project Description

1. Summary Description of Project

This Project will make a total of approximately $2.32 million in foreign exchange available to 21 of the 26 Governorates in Egypt through the Grantee's national budget. These amounts, which will be available to the Governorates in their investment budget, will be used to purchase needed capital equipment in the United States. The A.I.D. Grant will also be utilized to finance spare and repair parts or other maintenance requirements for the equipment to be procured hereunder. The equipment will be used by the Governorates to expand and maintain systems servicing the governorate population in such areas as sanitation, health and transportation. The Project is in furtherance of the Grantee's policy of administrative decentralization. The Project will largely be administrated by the Governorates themselves who will develop their own requirements analyses, equipment lists and performance specifications. The Governorates will also be responsible for the operation and maintenance of equipment.

The Ministry of Economy will provide general oversight including arranging for budget allocations, evaluation, establishment of equipment selection criteria, screening governorate lists for eligibility, review of performance specifications and overseeing overall procurement. A Technical Liaison Group contracted by AID will provide technical assistance to the Ministry of Economy and the Governorates. AID will work closely with the Ministry of Economy and Governorates in each of these functional areas. A more detailed description of the Project appears below.

2. Purpose

The purpose of the Project is to support and accelerate the process of administrative decentralization to rural Governorates by increasing investment budgets under their jurisdictions. While under this Project the most immediate result will be capital equipment, the infusion of the equipment itself and the experience gained through the planning and procurement phases of the Project should greatly strengthen the decentralization process.

3. Rationale

The strategy used to gain the purpose rests on the pressing need for equipment at the governorate level to provide essential services to

governorate population. By making funds for equipment available to Governorates, services can be expanded and existing infrastructure better maintained.

4. Implementation Plan

a) General Responsibilities

The organizations involved in the implementation of the Project are the Government of Egypt Ministry of Economy, the participating Governorates, and A.I.D.. The responsibilities of each of these organizations shall generally be as follows:

(1) Ministry of Economy - The Ministry of Economy will be responsible for general implementation of the Project. It will make initial allocations to Governorates, reallocations when necessary, and establish further eligibility criteria for equipment. The Ministry will also be responsible for coordinating Project evaluation. The Ministry will facilitate contacts between the Technical Liaison Group, discussed below, and the Governorates, review governorate equipment submissions for eligibility, arrange whenever possible for consolidating procurement. The Ministry will also oversee actual procurement and port handling, customs clearance, and internal distribution of the equipment financed under the Project. The Project will finance consulting services in the form of a Technical Liaison Group. This group will assist the Governorates to develop requirements, equipment lists and performance specifications. The Technical Liaison Group will also assist the Ministry in its responsibilities of Procurement and will handle port receipt and distribution.

(2) Governorates - The Governorates will be responsible for analyzing their respective capital assistance needs, determining priorities for the investment budget and for development of performance specifications. In developing these specifications, the Governorates will have the assistance of the Technical Liaison Group. The Governorates will also approve technical specifications after they have been finalized by AID and the Technical Liaison Group. In addition, where necessary and at the discretion of the Governors, assistance of the central ministries can be called upon to assist in more complex procurements. It is anticipated, however, that most procurements will be of standard, relatively uncomplicated items of equipment. Following procurement and delivery of equipment, the various Governorates will be responsible for its operation and maintenance.

(3) USAID - USAID's role in monitoring and supporting Project implementation will be essentially fourfold. First, it will be concerned with Project implementation within the context of decentralization. Second, it will review the screening of governorate analyses of requirements equipment lists or performance specifications by the Ministry of Economy to assure general appropriateness and conformance with eligibility criteria. Third, it will assist the Ministry of Economy in the development of technical specifications and in the bidding and procurement process. Finally, it will work with the Ministry of Economy in the evaluation of the Project.

b) Implementation Procedures

(1) Following signing of the Agreement and satisfaction of initial Conditions Precedent, the Ministry of Economy will assure that initial allocations to Governorates are reflected in the national budget. Governorates will be notified of allocations to their individual governorate investment budgets. All Governorates except the more urban Governorates of Cairo, Alexandria, Port Said, Suez and Ismailia will be included in the Project. The 21 Governorates included in the Project will each receive an equal initial allocation of approximately $2.32 million.

(2) The Ministry of Economy (Office of Economic Cooperation) and AID will establish eligibility criteria for equipment.

(3) While allocations are being made to the Governorates and criteria developed, AID will contract for the services of the Technical Liaison Group. Following notification of increased investment budget and upon receipt of eligibility criteria, the Governorates will analyze their capital assistance needs and will develop requirement lists, performance specifications and technical specifications for equipment and related maintenance requirements. The Technical Liaison Group will assist in this task, and in particular will attempt to ascertain that:

(1) The type of equipment requested is reasonable suited to the task envisioned.

(2) The quantity of new equipment requested is reasonable in light of existing equipment inventories.

(3) Performance specifications for new equipment insure its compatability with existing equipment.

(4) The cost of the equipment is reasonable in light of its intended use.

(5) Periodic maintenance is possible and probable.

(6) The equipment meets the eligibility criteria established by the Grantee and also those eligilibility criteria established under the A.I.D. Commodity Import Program.

During the course of developing requirements, the Technical Liaison Group will help the governorate to refine and expand upon existing procedures for review and analysis of equipment needs. This analysis will include a specific consideration of a reduction in the amount of equipment to be procured in favor of financing training advisory services in equipment maintenance to governorate staffs or in favor of the provision of direct financial suuport for maintenance costs when other financing sources are not available and such assistance is determined to be necessary to the success of the Project.

(4) Each governorate will then submit requirement analyses, proposed equipment lists, and performance specifications to the Ministry of Economy for review. The Ministry (assisted by the Technical Liaison Group) will review performance specifications for equipment to be procured under the Project. In carrying out this function the Ministry will confirm that specifications are appropriate for the use intended. The Ministry will assure, to the maximum extent possible, the uniformity and compatibility of equipment procured under the Project and take into account any special problems of procurement and the cost of the equipment. The Ministry will also assure that similar equipment will be consolidated to the maximum extent possible for efficient central procurement.

(5) Once the requirements analysis and performance specifications for equipment requested by the Governorates have been reviewed and approved by the Ministry they will be submitted to USAID/Cairo for approval. The USAID/Cairo will then advise the Technical Liaison Group and the Governorates, as required, in the development of technical specifications and bulk procurement packaging. USAID/Cairo, in coordination with the Ministry, Technical Liaison Group, and AID/W Office of Commodity Management (SER/COM), will develop and refine technical specifications so that they are appropriate for bidding, and will ascertain that each IFB to be issued will include as appropriate: (a) sufficient allowance for spare parts (standard spare parts allowance is 20%; (b) a requirement, where appropriate, that successful bidders have maintenance capabilities in Egypt; (c) A provision for familiarization courses (U.S. and/or Egypt) to ensure proper utilization and maintenance of equipment and (d) allowance for special maintenance tools, and supplies and training.

SER/COM after receiving USAID's, the Governorates', and the Ministry's concurrence with the specifications and terms of the IFB, will proceed with the issuance of the IFB, notification of the procurement in the U.S., and will forward copies of the IFB to the Egyptian Embassy in Washington, D.C., for distribution to interested U.S. suppliers, as well as to USAID and the Governorates.

The Ministry will receive bids in Cairo and open them on bid opening date in the presence of a USAID representative. The Central Department will evaluate bids received and recommend awards to USAID.

USAID, after examining proposed awards to ensure that they are in accordance with IFB's terms and conditions, will issue a letter of instructions to the Ministry regarding AID procedures to be followed in finalizing the purchase contracts and opening letters of credit.

(6) If any Governorate does not program and request eligible equipment to utilize the resources allocated within 12 months after initial allocations have been made, the Ministry will reallocate unused funds to other Governorates.

5. Equipment Eligibility Criteria

The general eligibility criteria for equipment to be financed under the Project are as follows:

The equipment must be:

(a) In general conformance with the 5 Year Plan;

(b) Cost effective and appropriate to its intended use;

(c) Of benefit to a broad segment of the population;

(d) Easily operated and maintained and within the financial capabilities of the governorate to maintain it; and

(e) Necessary in relationship to the type and amount of equipment already owned by the governorate.

Equipment will be limited to use by Governorates. Public and private sector commercial users will not be eligible as both already have access to foreign exchange through other mechanisms. Equipment shall not be eligible if the purpose of their procurement is to establish or increase the force account capacity of Governorates. For example, a large grader or dump truck used for road construction would not be eligible for Project funding if it would create or increase the Governorates' road building capacity but a small grader or cozer, a 6-ton dump truck, or a small front and end loader with a backhoe attachment to be used for road maintenance would be eligible.

Additional eligibility criteria may be added following further discussion between the Ministry of Economy and USAID more specific criteria will be developed by the Ministry of Economy and submitted to AID for approval pursuant to Condition Precedent 4.2 (a) of the Grant Agreement.

6. Evaluation

Comprehensive Project evaluations will be carried out during the life of the Project in coordination and as part of the evaluations which shall be carried out with the Grantee in connection with the other decentralization projects in Egypt in which US Government assistance is being provided.

7. Financial Plan

A Summary cost Estimate and Illustrative Financial Plan are provided in attachment 1 to this Annex 1.

Attachment 1 to
Annex 1

DECENTRALIZATION SUPPORT PROJECT
SUMMARY COST ESTIMATE AND ILLUSTRATIVE FINANCIAL PLAN
(In U.S. $000)

	AID		GOE	TOTAL	
Project Element	FX	LC	LC	FX	LC
I. Equipment					
Procurement	39,300	-	-	39,300	-
Maintenance & Operation	-	-	6,680	-	6,680
Inland Transportation	-	-	103		103
Inflation	9,430	-	3,037	9,430	3,037
Total	48,730		9,820	48,730	9,820
II. Contract Services					
Liaison Team		640	146		786
Evaluation	250			250	
Inflation	55	150	34	55	184
Contingency	-	175	-	-	175
Total	305	965	180	305	1,145
PROJECT TOTAL	49,035	965	10,000	49,035	10,965

DENMARK

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Copenhagen September 29, 1980;
Entered into force September 29, 1980.
With patent addendum.

ARRANGEMENT BETWEEN THE
UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND THE
DANISH NATIONAL AGENCY OF ENVIRONMENTAL PROTECTION
(D.N.A.E.P.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Danish National Agency of Environmental Protection (hereinafter called the D.N.A.E.P.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on October 3, 1975,[1] between the United States Nuclear Regulatory Commission and the Danish Atomic Energy Commission (D.A.E.C.);

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

[1] TIAS 8358; 27 UST 2808.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the D.N.A.E.P. are permitted to do so under the laws and regulations of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the D.N.A.E.P. as similar to certain facilities being built or planned in Denmark and equivalent documents on such Danish facilities.

d. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis. Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to

recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the

receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Copenhagen on this 29th day of September 1980.

FOR THE DANISH NATIONAL AGENCY OF ENVIRONMENTAL PROTECTION

[1]

FOR THE DANISH NATIONAL AGENCY OF ENVIRONMENTAL PROTECTION

[2]

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

[3]

[1] Jens Kampmann.
[2] Per N. Suhr.
[3] Joseph M. Hendrie.

APPENDIX "A"

U.S.N.R.C.-D.N.A.E.P. Reactor Safety Research Exchange
Areas in Which the U.S.N.R.C. Is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility--Subassembly Testing Program
5. Separate Effects Testing--Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses--Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage

Note: U.S.N.R.C.-developed computer codes applicable to the above research exchange areas may be available on an "as is" basis. U.S.N.R.C. or contractor manpower will generally not be available for interpretation of uncompleted work.

APPENDIX "B"

U.S.N.R.C.-D.N.A.E.P. Reactor Safety Research Exchange
Areas in Which the D.N.A.E.P. Is Performing Safety Research

1. Loss of Coolant Accident Analysis
   a. Blowdown
   b. Emergency Core Cooling
2. Containment Analysis (Thermo Hydraulic)
3. Reliability Analysis
4. Structural Mechanics (Stress Analyses and Fracture Mechanics)
5. Probabilistic Fracture Mechanics--On Pressure Vessels and Canning
6. Prestressed Concrete Pressure Vessels
7. Clad Oxidation and Deformation Studies
8. Fuel Rod Stored Heat and Fission Gas Release Studies
9. Fission Product Release, Stack Release Monitoring
10. Radioactive Waste Treatment and Disposal
11. Dispersion Models for Air, Water, and Soil (Also Global and Regional Dispersion)
12. Radioecology

PATENT ADDENDUM

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this exchange of technical information and cooperation in safety matters between the U.S. Nuclear Regulatory Commission and the Danish National Agency of Environmental Protection, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange Arrangement by one party or its contractors to the other party or its contractors, the Party (Inventor Party) making the invention shall acquire all right, title and interest in and to any such invention, discovery, patent application or patent in its own and third countries, subject to the grant to the other Party (Recipient Party) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in such countries, for use in the production or utilization of special nuclear material or atomic energy, and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc., in its own country, subject to the grant of a corresponding license to the Inventor Party.

B. Each party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

MULTILATERAL

International Wheat Agreement, 1971: Modification and Extension of Wheat Trade Convention and Food Aid Convention

Protocols open for signature at Washington April 25 through May 16, 1979;
Transmitted by the President of the United States of America to the Senate September 11, 1979 (S. Ex. FF, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations August 5, 1980 (S. Ex. Rep. No. 96–44, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 17, 1980;
Ratified by the President November 11, 1980;
Declarations of provisional application of the United States of America deposited November 11, 1980;
Proclaimed by the President December 5, 1980;
Entered into force provisionally for the United States of America with respect to certain parts June 23, 1979; and with respect to the remaining parts July 1, 1979;
Entered into force definitively for the United States of America November 11, 1980.

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The 1979 Protocols for the Fifth Extension of the Wheat Trade Convention and the Food Aid Convention constituting the International Wheat Agreement, 1971, were open for signature in Washington from April 25 through May 16, 1979, and each of the two Protocols was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

The texts of the Protocols, in the English, French, Russian, and Spanish languages, are hereto annexed;

The Senate of the United States of America by its resolution of September 17, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Protocols;

The President of the United States of America ratified the Protocols on November 11, 1980, in pursuance of the advice and consent of the Senate;

The Government of the United States of America deposited declarations of provisional application of the Protocols on June 15, 1979, and deposited its instruments of ratification on November 11, 1980;

Pursuant to Article 8 and paragraph (1) of Article 9, the Protocol for the Further Extension of the Wheat Trade Convention, 1971, became provisionally applicable for the Government of the United States of America as follows: on June 23, 1979, with respect to all provisions of the Convention other than Articles 3 to 9 inclusive and Article 21; and on July 1, 1979, with respect to Articles 3 to 9 inclusive, and Article 21 of the Convention;

Pursuant to Article VIII and paragraph (1) of Article IX, the Protocol for the Further Extension of the Food Aid Convention, 1971, became provisionally applicable for the Government of the United States of America as follows: on June 23, 1979, with respect to all provisions other than Article II of the Convention and Article III of the Protocol; and on July 1, 1979, with respect to Article II of the Convention and Article III of the Protocol;

Pursuant to paragraph (2) of Article 9 of the Protocol for the Further Extension of the Wheat Trade Convention, 1971, and paragraph (1) of Article IX of the Protocol for the Further Extension of the Food Aid Convention, 1971, the two Protocols entered into force definitively for the United States of America on November 11, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the 1979 Protocols for the Fifth Extension of the Wheat Trade Convention and the Food Aid Convention constituting the International Wheat Agreement, 1971, to the end that they shall be observed and fulfilled with good faith on and after

November 11, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this fifth day of December
[SEAL] in the year of our Lord one thousand nine hundred eighty and of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:
WARREN CHRISTOPHER
Acting Secretary of State

1979 PROTOCOLS FOR THE FIFTH EXTENSION OF THE WHEAT TRADE CONVENTION AND FOOD AID CONVENTION CONSTITUTING THE INTERNATIONAL WHEAT AGREEMENT, 1971

PREAMBLE

The Conference to establish the texts of the 1979 Protocols for the fifth extension of the Conventions constituting the International Wheat Agreement, 1971[1]

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976, and 1978,[2]

Considering that the International Wheat Agreement, 1971, consisting of two separate legal instruments, the Wheat Trade Convention, 1971 and the Food Aid Convention, 1971, both of which were further extended by Protocol in 1978, will expire on 30 June 1979,

Has established the texts of the 1979 Protocols for the fifth extension of the Wheat Trade Convention, 1971 and for the fifth extension of the Food Aid Convention, 1971.

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[1] **TIAS 7144; 22 UST 820, 971.**

[2] **TIAS 1957, 2799, 3709, 4302, 5115, 5844, 6057, 6315, 6537, 7988, 8227, 8902, 9459; 63 Stat. 2173; 4 UST 944; 7 UST 3275; 10 UST 1477; 13 UST 1571; 16 UST 1010; 17 UST 948; 18 UST 1699; 19 UST 5499, 5772; 25 UST 3261, 3272; 27 UST 97, 108; 29 UST 1715; 30 UST.**

1979 PROTOCOL FOR THE FIFTH EXTENSION OF

THE WHEAT TRADE CONVENTION, 1971

The Governments party to this Protocol:

Considering that the Wheat Trade Convention, 1971 (hereinafter referred to as "the Convention") of the International Wheat Agreement, 1971, which was further extended by Protocol in 1978, expires on 30 June 1979,

Have agreed as follows:

ARTICLE 1

Extension, expiry and termination of the Convention

Subject to the provisions of Article 2 of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1981 provided that, if a new international agreement covering wheat enters into force before 30 June 1981 this Protocol shall remain in force only until the date of entry into force of the new agreement.

ARTICLE 2

Inoperative provisions of the Convention

The following provisions of the Convention shall be deemed to be inoperative with effect from 1 July 1979:

(a) paragraph (4) of Article 19;

(b) Articles 22 to 26 inclusive;

(c) paragraph (1) of Article 27;

(d) Articles 29 to 31 inclusive.

ARTICLE 3

Definition

Any reference in this Protocol to a "Government" or "Governments" shall be construed as including a reference to the European Economic Community (hereinafter referred to as "the Community"). Accordingly, any reference in this Protocol to "signature" or to the "deposit of instruments of ratification, acceptance, approval or conclusion" or "an instrument of accession" or "a declaration of provisional application" by a Government shall, in the case of the Community, be construed as including signature or declaration of provisional application on behalf of the Community by its competent authority and the deposit of the instrument required by the institutional procedures of the Community to be deposited for the conclusion of an international agreement.

ARTICLE 4

Finance

The initial contribution of any exporting or importing member acceding to this Protocol under paragraph (1) (b) of Article 7 thereof, shall be assessed by the Council on the basis of the votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing members for the current crop year shall not be altered.

ARTICLE 5

Signature

This Protocol shall be open for signature in Washington from 25 April 1979 until and including 16 May 1979 by Governments of countries party to the Convention as further extended by the 1978 Protocol, or which are provisionally regarded as party to the Convention as further extended by the 1978 Protocol, on 21 March 1979, or which are members of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, and are listed in Annex A or Annex B to the Convention.

ARTICLE 6

Ratification, acceptance, approval or conclusion

This Protocol shall be subject to ratification, acceptance, approval or conclusion by each signatory Government in accordance with its respective constitutional or institutional procedures. Instruments of ratification, acceptance, approval or conclusion shall be deposited with the Government of the United States of America not later than 22 June 1979, except that the Council may grant one or more extensions of time to any signatory Government that has not deposited its instrument of ratification, acceptance, approval or conclusion by that date.

ARTICLE 7

Accession

(1) This Protocol shall be open for accession

(a) until 22 June 1979 by the Government of any member listed in Annex A or B to the Convention as of that date, except that the Council may grant one or more extensions of time to any Government that has not deposited its instrument by that date, and

(b) after 22 June 1979 by the Government of any member of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, upon such conditions as the Council considers appropriate by not less than two thirds of the votes cast by exporting members and two thirds of the votes cast by importing members.

(2) Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

(3) Where, for the purposes of the operation of the Convention and this Protocol, reference is made to members listed in Annex A or B to the Convention, any member the Government of which has acceded to the Convention on conditions prescribed by the Council, or to this Protocol in accordance with paragraph (1) (b) of this Article, shall be deemed to be listed in the appropriate Annex.

ARTICLE 8

Provisional application

Any signatory Government may deposit with the Government of the United States of America a declaration of provisional application of this Protocol. Any other Government eligible to sign this Protocol or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE 9

Entry into force

(1) This Protocol shall enter into force among those Governments which have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, in accordance with Articles 6, 7 and 8 of this Protocol by 22 June 1979 as follows:

(a) on 23 June 1979 with respect to all provisions of the Convention other than Articles 3 to 9 inclusive and Article 21, and

(b) on 1 July 1979 with respect to Articles 3 to 9 inclusive, and Article 21 of the Convention,

if such instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application have been deposited not later than 22 June 1979 on behalf of Governments representing exporting members which held at least 60 per cent of the votes set out in Annex A and representing importing members which held at least 50 per cent of the votes set out in Annex B, or would have held such votes respectively if they had been parties to the Convention on that date.

(2) This Protocol shall enter into force for any Government that deposits an instrument of ratification, acceptance, approval, conclusion or accession after 22 June 1979 in accordance with the relevant provisions of this Protocol, on the date of such deposit except that no part of it shall enter into force for such a Government until that part enters into force for other Governments under paragraph (1) or (3) of this Article.

(3) If this Protocol does not enter into force in accordance with paragraph (1) of this Article, the Governments which have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application.

ARTICLE 10

Notification by depositary Government

The Government of the United States of America as the depositary Government shall notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, conclusion, provisional application of, and accession to, this Protocol as well as of each notification and notice received under Article 27 of the Convention and each declaration and notification received under Article 28 of the Convention.

ARTICLE 11

Certified copy of the Protocol

As soon as possible after the definitive entry into force of this Protocol, the depositary Government shall send a certified copy of this Protocol in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.[1] Any amendments to this Protocol shall likewise be communicated.

ARTICLE 12

Relationship of Preamble to Protocol

This Protocol includes the Preamble to the 1979 Protocols for the fifth extension of the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

The texts of this Protocol in the English, French, Russian and Spanish languages shall be equally authentic. The originals shall be deposited with the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding party and to the Executive Secretary of the Council.

[1] TS 993; 59 Stat. 1052.

PROTOCOLES DE 1979 PORTANT CINQUIEME PROROGATION DE LA CONVENTION SUR LE COMMERCE DU BLE ET DE LA CONVENTION RELATIVE A L'AIDE ALIMENTAIRE CONSTITUANT L'ACCORD INTERNATIONAL SUR LE BLE DE 1971

PREAMBULE

La Conférence chargée d'établir les textes des Protocoles de 1979 portant cinquième prorogation des Conventions constituant l'Accord international sur le blé de 1971

Considérant que l'Accord international sur le blé de 1949 a été révisé, renouvelé ou prorogé en 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976 et 1978,

Considérant que l'Accord international sur le blé de 1971, composé de deux instruments juridiques distincts, la Convention sur le commerce du blé de 1971, d'une part, et la Convention relative à l'aide alimentaire de 1971, d'autre part, qui ont été toutes deux prorogées à nouveau par Protocole en 1978, prend fin le 30 juin 1979,

A établi les textes des Protocoles de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971 et portant cinquième prorogation de la Convention relative à l'aide alimentaire de 1971.

PROTOCOLE DE 1979 PORTANT CINQUIEME PROROGATION
DE LA CONVENTION SUR LE COMMERCE DU BLE DE 1971

Les Gouvernements parties au présent Protocole,

Considérant que la Convention sur le commerce du blé de 1971 (ci-après dénommée "la Convention") de l'Accord international sur le blé de 1971, qui a été prorogée à nouveau par Protocole en 1978, vient à expiration le 30 juin 1979,

Sont convenus de ce qui suit :

ARTICLE PREMIER

Prorogation, venue à expiration et résiliation de la Convention

Sous réserve des dispositions de l'article 2 du présent Protocole, la Convention demeurera en vigueur entre les parties au présent Protocole jusqu'au 30 juin 1981, étant entendu toutefois que, si un nouvel accord international en matière de blé entre en vigueur avant le 30 juin 1981, ledit Protocole demeurera en vigueur jusqu'à la date d'entrée en vigueur du nouvel accord seulement.

ARTICLE 2

Dispositions de la Convention rendues inopérantes

Les dispositions suivantes de la Convention sont considérées comme inopérantes à compter du 1er juillet 1979 :

a) le paragraphe 4 de l'article 19 ;
b) les articles 22 à 26 inclus ;
c) le paragraphe 1 de l'article 27 ;
d) les articles 29 à 31 inclus.

ARTICLE 3

Définition

Toute mention, dans le présent Protocole, du "Gouvernement" ou des "Gouvernements" est réputée valoir aussi pour la Communauté économique européenne (ci-après dénommée "la Communauté"). En conséquence, toute mention, dans le présent Protocole, de "la signature" ou du "dépôt des instruments de ratification, d'acceptation, d'approbation ou de conclusion" ou d'un "instrument d'adhésion" ou d'une "déclaration d'application provisoire" par un Gouvernement est, dans le cas de la Communauté, réputée valoir aussi pour la signature ou pour la déclaration d'application provisoire au nom de la Communauté par son autorité compétente ainsi que pour le dépôt de l'instrument requis par la procédure institutionnelle de la Communauté pour la conclusion d'un accord international.

ARTICLE 4

Dispositions financières

La cotisation initiale de tout membre exportateur ou de tout membre importateur qui adhère au présent Protocole conformément aux dispositions de l'alinéa b du paragraphe 1 de l'article 7 dudit Protocole est fixée par le Conseil en fonction du nombre des voix qui lui seront attribuées et de la période restant à courir dans l'année agricole ; toutefois, les cotisations fixées pour les autres membres exportateurs et pour les autres membres importateurs au titre de l'année agricole en cours ne sont pas modifiées.

ARTICLE 5

Signature

Le présent Protocole sera ouvert, à Washington, du 25 avril 1979 au 16 mai 1979 inclus, à la signature des Gouvernements des pays parties à la Convention prorogée à nouveau par le Protocole de 1978, ou provisoirement considérés comme étant parties à celle-ci, au 21 mars 1979, ou qui sont membres de l'Organisation des Nations Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique et sont énumérés à l'annexe A ou à l'annexe B de la Convention.

ARTICLE 6

Ratification, acceptation, approbation ou conclusion

Le présent Protocole est soumis à la ratification, à l'acceptation, à l'approbation ou à la conclusion de chacun des Gouvernements signataires conformément à ses procédures constitutionnelles ou institutionnelles. Les instruments de ratification, d'acceptation, d'approbation ou de conclusion seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 22 juin 1979, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout Gouvernement signataire qui n'aura pas déposé son instrument de ratification, d'acceptation, d'approbation ou de conclusion à cette date.

ARTICLE 7

Adhésion

1) Le présent Protocole sera ouvert :

a) jusqu'au 22 juin 1979, à l'adhésion du Gouvernement de tout membre énuméré à cette date aux annexes A ou B de la Convention, étant entendu toutefois que le Conseil peut accorder une ou plusieurs prolongations de délai à tout Gouvernement n'ayant pas déposé son instrument à la date en question, et

b) après le 22 juin 1979, à l'adhésion du Gouvernement de tout membre de l'Organisation des Nations Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique aux conditions que le Conseil jugera appropriées à la majorité des deux tiers au moins des voix exprimées par les membres exportateurs et des deux tiers au moins des voix exprimées par les membres importateurs.

2) L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

3) Lorsqu'il est fait mention, aux fins de l'application de la Convention et du présent Protocole, des membres énumérés aux annexes A ou B de la Convention, tout membre dont le Gouvernement a adhéré à la Convention dans les conditions prescrites par le Conseil ou au présent Protocole conformément à l'alinéa b du paragraphe 1 du présent article sera réputé énuméré dans l'annexe appropriée.

ARTICLE 8

Application provisoire

Tout Gouvernement signataire peut déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire du présent Protocole. Tout autre Gouvernement remplissant les conditions nécessaires pour signer le présent Protocole ou dont la demande d'adhésion est approuvée par le Conseil peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire. Tout Gouvernement déposant une telle déclaration applique provisoirement le présent Protocole et il est considéré provisoirement comme y étant partie.

ARTICLE 9

Entrée en vigueur

1) Le présent Protocole entrera en vigueur entre les Gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou des déclarations d'application provisoire, conformément aux articles 6, 7 et 8 du présent Protocole avant le 22 juin 1979, dans les conditions suivantes :

a) le 23 juin 1979, pour toutes les dispositions de la Convention autres que les articles 3 à 9 compris et 21, et

b) le 1er juillet 1979, pour les articles 3 à 9 compris et 21 de la Convention,

pourvu que ces instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou ces déclarations d'application provisoire, aient été déposés au plus tard le 22 juin 1979 au nom des Gouvernements représentant les membres exportateurs qui détiennent au moins 60 pour cent des voix dénombrées dans l'annexe A et représentant les membres importateurs qui détiennent au moins 50 pour cent des voix dénombrées dans l'annexe B, ou qui détiendraient ces pourcentages de voix respectifs s'ils étaient parties à la Convention à cette date.

2) Le présent Protocole entre en vigueur pour tout Gouvernement qui dépose un instrument de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion après le 22 juin 1979, conformément aux dispositions pertinentes du présent Protocole, à la date dudit dépôt, étant entendu qu'aucune des parties dudit Protocole n'entrera en vigueur pour ce Gouvernement avant qu'elle n'entre en vigueur pour d'autres Gouvernements en vertu des paragraphes 1 ou 3 du présent article.

3) Si le présent Protocole n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les Gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou des déclarations d'application provisoire, pourront décider d'un commun accord qu'il entrera en vigueur entre les Gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou des déclarations d'application provisoire.

ARTICLE 10

Notification par le Gouvernement dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en qualité de Gouvernement dépositaire, notifiera à tous les Gouvernements signataires et adhérents toute signature, ratification, acceptation, approbation, conclusion, application provisoire du présent Protocole et toute adhésion, ainsi que toute notification et tout préavis reçus conformément aux dispositions de l'article 27 de la Convention et toute déclaration et notification reçues conformément aux dispositions de l'article 23 de la Convention.

ARTICLE 11

Copie certifiée conforme du Protocole

Le plus tôt possible après l'entrée en vigueur définitive du présent Protocole, le Gouvernement dépositaire adressera une copie certifiée conforme dudit Protocole en langues anglaise, espagnole, française et russe au Secrétaire général de l'Organisation des Nations Unies pour enregistrement conformément à l'Article 102 de la Charte des Nations Unies. Tout amendement au présent Protocole sera pareillement communiqué au Secrétaire général de l'Organisation des Nations Unies.

ARTICLE 12

Rapports entre le Préambule et le Protocole

Le présent Protocole comprend le Préambule des Protocoles de 1979 portant cinquième prorogation de l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements ou leurs autorités respectifs, ont signé le présent Protocole à la date figurant en regard de leur signature.

Les textes du présent Protocole en langues anglaise, espagnole, française et russe font également foi. Les textes originaux seront déposés auprès du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à chaque partie signataire et adhérente ainsi qu'au Secrétaire exécutif du Conseil.

ПРОТОКОЛЫ 1979 ГОДА

О ПЯТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ О ТОРГОВЛЕ ПШЕНИЦЕЙ И КОНВЕНЦИИ ОБ ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ, СОСТАВЛЯЮЩИХ МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО ПШЕНИЦЕ, 1971г.

ПРЕАМБУЛА

Конференция по составлению текстов Протоколов 1979 года о пятом продлении срока действия Конвенций, составляющих Международное соглашение по пшенице 1971 года,

Принимая во внимание, что Международное соглашение по пшенице 1949 года пересматривалось, возобновлялось или продлевалось в 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976 и 1978 гг.,

Принимая во внимание, что срок действия Международного соглашения по пшенице 1971 года, состоящего из двух самостоятельных юридических актов, Конвенции о торговле пшеницей 1971 года и Конвенции об оказании продовольственной помощи 1971 года, срок действия каждой из них был продлен Протоколом в 1978 г., истекает 30 июня 1979 года,

Составила тексты Протоколов 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года и пятом продлении срока действия Конвенции об оказании продовольственной помощи 1971 года.

ПРОТОКОЛ 1979 ГОДА

О ПЯТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ О ТОРГОВЛЕ ПШЕНИЦЕЙ 1971 ГОДА

Правительства - Стороны настоящего Протокола:

Принимая во внимание, что срок действия Конвенции о торговле пшеницей 1971 года (именуемой в дальнейшем "Конвенция") Международного соглашения по пшенице 1971 года, продленный Протоколом 1978 года, истекает 30 июня 1979 года,

Согласились о следующем:

СТАТЬЯ 1

Продление, истечение и прекращение срока действия Конвенции

Согласно положениям Статьи 2 настоящего Протокола, Конвенция останется в силе для Сторон настоящего Протокола до 30 июня 1981 года, предусматривая, что, если новое международное соглашение по пшенице вступит в силу до 30 июня 1981 года, действие настоящего Протокола останется в силе только до момента вступления в силу нового соглашения.

СТАТЬЯ 2

Неоперативные положения Конвенции

С 1 июля 1979 года следующие положения Конвенции будут считаться неоперативными:

(a) параграф (4) Статьи 19;
(b) Статьи с 22 по 26 включительно;
(c) параграф (1) Статьи 27;
(d) Статьи с 29 по 31 включительно.

СТАТЬЯ 3

Определение

Любую ссылку в настоящем Протоколе на "Правительство" или "Правительства" следует понимать как включающую ссылку на Европейское Экономическое Сообщество (именуемое в дальнейшем "Сообщество"). Следовательно, любую ссылку в настоящем Протоколе на "подписание" или на "депонирование ратификационных грамот, принятие, одобрение или заключение" или на "акт о присоединении" или на "декларацию о временном применении" Правительством следует, применительно к Сообществу, понимать как включающую подписание или декларацию о временном применении от имени Сообщества ее компетентными органами и депонирование акта, который, согласно уставной процедуре Сообщества, сдается на хранение при заключении международного соглашения.

СТАТЬЯ 4

Финансовые вопросы

Первоначальный взнос любого участника-экспортера или импортера, присоединяющегося к настоящему Протоколу, согласно параграфу (1) (b) Статьи 7, устанавливается Советом на основании голосов, которыми этот участник будет располагать, и срока, остающегося до истечения текущего сельскохозяйственного года, причем взносы, установленные для других участников-экспортеров и импортеров на текущий сельскохозяйственный год, остаются без изменения.

СТАТЬЯ 5

Подписание

Настоящий Протокол открыт для подписания в Вашингтоне с 25 апреля 1979 г. по 16 мая 1979 г. включительно Правительствами стран - Сторон Конвенции, продленной далее Протоколом 1978 г., или временно считающимися стороной Конвенции, продленной Протоколом 1978 г. на 21 марта 1979 года, или которые являются членами Организации Объединенных Наций, ее специализированных учреждений либо Международного агентства по атомной энергии и поименованных в Приложении А или Приложении В к Конвенции.

СТАТЬЯ 6

Ратификация, принятие, одобрение или заключение

Настоящий Протокол подлежит ратификации, принятию, одобрению или заключению каждым подписавшим его Правительством в соответствии с их надлежащими конституционными или установленными процедурами. Акты о ратификации, принятии, одобрении или заключении сдаются на хранение Правительству Соединенных Штатов Америки не позднее 22 июня 1979 года, за исключением случаев, когда Совет может предоставить одну или более отсрочек любому подписавшему Правительству, которое не сдало на хранение к указанному сроку акт о ратификации, принятии, одобрении или заключении.

СТАТЬЯ 7

Присоединение

(1) Настоящий Протокол открыт для присоединения:

(a) до 22 июня 1979 года Правительством любой страны-участницы, поименованной к этой дате в Приложении A или Приложении B к Конвенции, за исключением случаев, когда Совет может предоставить одну или более отсрочек любому Правительству, которое не сдало на хранение к этому времени акт о присоединении, и

(b) после 22 июня 1979 года Правительством любой страны-члена Организации Объединенных Наций, ее специализированных учреждений или Международного агентства по атомной энергии на таких условиях, которые Совет сочтет целесообразными, по крайней мере большинством не менее чем в две трети голосов участников-экспортеров и не менее чем в две трети голосов участников-импортеров.

(2) Присоединение осуществляется путем сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

(3) В тех случаях, когда для целей действия данной Конвенции и настоящего Протокола делается ссылка на участников, перечисленных в Приложении A или в Приложении B, любой участник, Правительство которого присоединилось к Конвенции на условиях, установленных Советом, или к настоящему Протоколу в соответствии с параграфом (1) (b) настоящей Статьи, считается внесенным в соответствующее Приложение.

СТАТЬЯ 8

Временное применение

Любое подписавшее Правительство может сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении настоящего Протокола. Любое другое Правительство, имеющее право подписать настоящий Протокол, или чье обращение о присоединении одобрено Советом, может также сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении. Любое Правительство, сдающее на хранение такую декларацию, временно применяет этот Протокол и временно считается его стороной.

СТАТЬЯ 9

Вступление в силу

(1) Настоящий Протокол вступает в силу для тех правительств, которые сдали на хранение акты о ратификации, принятии, одобрении, заключении или присоединении или декларации о временном применении в соответствии со Статьями 6, 7 и 8 настоящего Протокола к 22 июня 1979 года в следующем порядке:

(a) с 23 июня 1979 года в отношении всех положений Конвенции, за исключением Статей 3-9 включительно и Статьи 21, и

(b) с 1 июля 1979 года в отношении Статей 3-9 включительно и Статьи 21 Конвенции,

если данные акты о ратификации, принятии, одобрении, заключении или присоединении или декларации о временном применении были сданы на хранение не позднее чем 22 июня 1979 года от имени Правительств, представляющих участников-экспортеров, которые располагают по крайней мере 60% голосов, указанных в Приложении А, и представляющих участников-импортеров, располагающих по крайней мере 50% голосов, указанных в Приложении В, или если бы они располагали соответственно таким количеством голосов, являясь к тому времени сторонами Конвенции.

(2) Настоящий Протокол вступает в силу для любого Правительства, которое сдаст на хранение акты о ратификации, принятии, одобрении, заключении или присоединении после 22 июня 1979 года, согласно соответствующим положениям настоящего Протокола с даты такой сдачи, за исключением того, что ни одна из его частей не вступит в силу для такого Правительства до того, как эта часть не вступит в силу для других Правительств в соответствии с параграфами (1) или (3) настоящей Статьи.

(3) Если настоящий Протокол не вступит в силу в соответствии с параграфом (1) настоящей Статьи, Правительства, которые сдали на хранение акты о ратификации, принятии, одобрении, заключении или присоединении или декларации о временном применении, могут с общего согласия решить, что Протокол вступает в силу для тех Правительств, которые сдали акты о ратификации, принятии, одобрении, заключении или присоединении или декларации о временном применении.

СТАТЬЯ 10

Извещение Правительством страны-депозитария

Правительство Соединенных Штатов Америки как Правительство страны-депозитария будет извещать все Правительства, подписавшие Протокол и присоединившиеся к нему, о каждом случае подписания, ратификации, принятия, одобрения, заключения, временного применения и присоединения к настоящему Протоколу, так же как и о каждом извещении и уведомлении, полученных в соответствии со Статьей 27 Конвенции и о каждой декларации и извещении, полученных в соответствии со Статьей 28 Конвенции.

СТАТЬЯ 11

Заверенная копия Протокола

В возможно ближайшее время после окончательного вступления в силу настоящего Протокола Правительство страны-депозитария посылает Генеральному секретарю Организации Объединенных Наций заверенную копию настоящего Протокола на английском, французском, русском и испанском языках для регистрации в соответствии со Статьей 102 Устава Организации Объединенных Наций. Любые изменения к настоящему Протоколу сообщаются в таком же порядке.

СТАТЬЯ 12

Взаимосвязь Преамбулы и Протокола

Настоящий Протокол включает Преамбулу к Протоколам 1979 года о пятом продлении срока действия Международного соглашения по пшенице 1971 года.

В ДОКАЗАТЕЛЬСТВО ЧЕГО нижеподписавшиеся, будучи надлежащим образом на то уполномочены своими соответствующими Правительствами или органами власти, подписали настоящий Протокол датами, указанными против их подписей.

Тексты настоящего Протокола на английском, французском, русском и испанском языках являются равно аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассылает заверенные копии каждому подписавшему Правительству, каждой присоединившейся Стороне и Исполнительному секретарю Совета.

PROTOCOLOS, 1979, PARA LA QUINTA PRORROGA DEL CONVENIO SOBRE EL COMERCIO DEL TRIGO Y DEL CONVENIO SOBRE LA AYUDA ALIMENTARIA QUE CONSTITUYEN EL CONVENIO INTERNACIONAL DEL TRIGO, 1971

PREAMBULO

La Conferencia para fijar los textos de los Protocolos, 1979, para la quinta prórroga de los Convenios que constituyen el Convenio Internacional del Trigo, 1971,

Considerando que el Convenio Internacional del Trigo, 1949, fué revisado, renovado o prorrogado en 1953, 1956, 1959, 1962, 1965, 1966, 1967, 1968, 1971, 1974, 1975, 1976 y 1978,

Considerando que el Convenio Internacional del Trigo, 1971, que comprende dos instrumentos jurídicos independientes, el Convenio sobre el Comercio del Trigo, 1971, y el Convenio sobre la Ayuda Alimentaria, 1971, ambos prorrogados por virtud de Protocolo en 1978, expira el 30 de junio de 1979,

Ha fijado los textos de los Protocolos, 1979, para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971, y para la quinta prórroga del Convenio sobre la Ayuda Alimentaria, 1971.

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PROTOCOLO, 1979, PARA LA QUINTA PRORROGA DEL CONVENIO SOBRE EL COMERCIO DEL TRIGO, 1971

Los Gobiernos partes en el presente Protocolo:

Considerando que el Convenio sobre el Comercio del Trigo, 1971 (en adelante llamado "el Convenio") del Convenio Internacional del Trigo, 1971, que fué prorrogado de nuevo por virtud de Protocolo en 1978, expira el 30 de junio de 1979,

Han convenido lo siguiente:

ARTICULO 1

Prórroga, expiración y rescisión del Convenio

A reserva de lo dispuesto en el Artículo 2 del presente Protocolo, el Convenio permanecerá en vigor entre las partes integrantes del presente Protocolo hasta el 30 de junio de 1981, quedando entendido que si, antes del 30 de junio de 1981, entra en vigor un nuevo convenio internacional comprendiendo trigo, el presente Protocolo solo permanecerá vigente hasta la fecha de entrada en vigor del nuevo convenio.

ARTICULO 2

Disposiciones inoperantes del Convenio

A partir del 1 de julio de 1979, se considerarán derogadas las siguientes disposiciones del Convenio:

a) el párrafo 4) del Artículo 19;
b) los Artículos 22 al 26 inclusive;
c) el párrafo 1) del Artículo 27;
d) los Artículos 29 al 31 inclusive.

ARTICULO 3

Definición

Toda referencia en el presente Protocolo a un "gobierno" o "gobiernos" será de aplicación a la Comunidad Económica Europea (en adelante llamada "la Comunidad"). Por consiguiente, toda referencia en el presente Protocolo a "firma" o al "depósito de instrumentos de ratificación, aceptación, aprobación o conclusión", o "un instrumento de adhesión" o "una declaración de aplicación provisional" por un gobierno, comprende, en el caso de la Comunidad, la firma o declaración de aplicación provisional en nombre de la Comunidad por su autoridad competente y el depósito del instrumento que, con arreglo a los procedimientos institucionales de la Comunidad, deba depositar para la conclusión de un convenio internacional.

ARTICULO 4

Disposiciones financieras

La contribución inicial de todo miembro exportador o importador, que efectúe su adhesión al presente Protocolo con arreglo al apartado b) del párrafo 1) del Artículo 7 del mismo, será determinada por el Consejo tomando como base los votos que se le hayan asignado y el período que quede por transcurrir del año agrícola en curso, pero no se modificarán las contribuciones de los demás exportadores e importadores ya determinadas para dicho año agrícola.

ARTICULO 5

Firma

El presente Protocolo estará abierto en Washington, desde el 25 de abril de 1979 hasta el 16 de mayo de 1979 inclusive, a la firma de los Gobiernos de los países partes en el Convenio en su forma prorrogado de nuevo por virtud del Protocolo, 1978, o que el 21 de marzo de 1979, son provisionalmente considerados partes en el Convenio en su forma prorrogado de nuevo por virtud del Protocolo, 1978, o que son miembros de las Naciones Unidas, de sus organismos especializados o del Organismo Internacional de Energía Atómica, y están comprendidos en el Anexo A o el Anexo B del Convenio.

ARTICULO 6

Ratificación, aceptación, aprobación o conclusión

El presente Protocolo quedará sujeto a la ratificación, aceptación, aprobación o conclusión de cada Gobierno signatario, de acuerdo con sus respectivos procedimientos constitucionales o institucionales. Los instrumentos de ratificación, aceptación, aprobación o conclusión se depositarán ante el Gobierno de los Estados Unidos de América, a más tardar el 22 de junio de 1979, quedando entendido que el Consejo podrá conceder una o más prórrogas a todo Gobierno signatario que no haya depositado su instrumento de ratificación, aceptación, aprobación o conclusión en la fecha indicada.

ARTICULO 7

Adhesión

1) El presente Protocolo quedará abierto a la adhesión:

a) hasta el 22 de junio de 1979, del Gobierno de todo miembro que figure en el Anexo A o B del Convenio en dicha fecha, quedando entendido que el Consejo podrá conceder una o más prórrogas del plazo a todo Gobierno que no haya depositado su instrumento en dicha fecha, y

b) después del 22 de junio de 1979, del Gobierno de todo miembro de las Naciones Unidas, o sus organismos especializados o del Organismo Internacional de Energía Atómica, con arreglo a las condiciones que el Consejo estime oportuno establecer por una mayoría no inferior a los dos tercios de los votos emitidos por los miembros exportadores y a los dos tercios de los votos emitidos por los miembros importadores.

2) La adhesión se efectuará mediante el depósito de un instrumento de adhesión ante el Gobierno de los Estados Unidos de América.

3) Cuando, para los fines de aplicación del Convenio y del presente Protocolo, se haga referencia a miembros que figuran en los Anexos A o B del Convenio, se entenderá que los miembros cuyos Gobiernos se hayan adherido al Convenio en las condiciones establecidas por el Consejo, o al presente Protocolo según dispone el apartado b) del párrafo 1) del presente Artículo, figuran en el Anexo correspondiente.

ARTICULO 8

Aplicación provisional

Todo Gobierno signatario podrá depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Protocolo. Cualquier otro Gobierno en situación de firmar el presente Protocolo, o cuya solicitud de adhesión la haya aprobado el Consejo, podrá asimismo depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional. Todo Gobierno que deposite tal declaración, aplicará provisionalmente el presente Protocolo y será considerado, provisionalmente, como parte en el mismo.

ARTICULO 9

Entrada en vigor

1) El presente Protocolo entrará en vigor entre aquellos Gobiernos que, el 22 de junio de 1979, hayan depositado sus instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión o declaraciones de aplicación provisional, de acuerdo con los Artículos 6, 7 y 8 del presente Protocolo, de la manera siguiente:

a) el 23 de junio de 1979, con respecto a todas las disposiciones del Convenio, que no sean las comprendidas en los Artículos 3 al 9, ambos inclusive, y el Artículo 21; y

b) el 1 de julio de 1979, con respecto a los Artículos 3 al 9, ambos inclusive, y el Artículo 21 de Convenio,

siempre que se hayan depositado tales instrumentos de ratificación, aceptación, aprobación, conclusión, o adhesión, o declaraciones de aplicación provisional, no más tarde del 22 de junio de 1979, en nombre de Gobiernos que representen a miembros exportadores que poseen por lo menos el 60 por ciento de los votos indicados en el Anexo A y miembros importadores que poseen por lo menos el 50 por ciento de los votos indicados en el Anexo B, o que hubiesen tenido, respectivamente, tales votos si hubiesen sido partes en el Convenio en dicha fecha.

2) El presente Protocolo entrará en vigor, para todo gobierno que deposite el instrumento de ratificación, aceptación, aprobación, conclusión o adhesión después del 22 de junio de 1979, de conformidad con las disposiciones pertinentes del presente Protocolo, en la fecha en que se efectúe tal depósito, quedando entendido que ninguna parte del mismo entrará en vigor para tal Gobierno hasta que esa parte entre en vigor para los demás Gobiernos de conformidad con lo dispuesto en los párrafos 1) ó 3) del presente Artículo.

3) Si el presente Protocolo no entrase en vigor de acuerdo con lo dispuesto en el párrafo 1) del presente Artículo, los Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión, o declaraciones de aplicación provisional, podrán decidir de común acuerdo que el Protocolo entrará en vigor entre aquellos Gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión o declaraciones de aplicación provisional.

ARTICULO 10

Notificación del Gobierno depositario

El Gobierno de los Estados Unidos de América, en su calidad de Gobierno depositario, deberá notificar a todos los Gobiernos signatarios y a todos los Gobiernos que se hayan adherido, toda firma, ratificación, aceptación, aprobación, conclusión, aplicación provisional del presente Protocolo, y toda adhesión al mismo, así como toda notificación y comunicado que reciba en virtud del Artículo 27 del Convenio y toda declaración y notificación que reciba conforme al Artículo 28 del Convenio.

ARTICULO 11

Copia certificada del Protocolo

Tan pronto como sea posible después de la entrada en vigor definitiva del presente Protocolo, el Gobierno depositario enviará copia certificada del presente Protocolo, en los idiomas español, francés, inglés y ruso, al Secretario General de las Naciones Unidas para que lo registre con arreglo a lo dispuesto en el Artículo 102 de la Carta de las Naciones Unidas. Toda enmienda al presente Protocolo se comunicará en la misma forma al Secretario General de las Naciones Unidas.

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ARTICULO 12

Relación entre el Preámbulo y el Protocolo

El presente Protocolo comprende el Preámbulo a los Protocolos, 1979, instituidos para la quinta prórroga del Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados al efecto por sus respectivos Gobiernos o autoridades, han firmado el presente Protocolo en las fechas que figuran junto a las firmas.

Los textos del presente Protocolo en los idiomas español, francés, inglés y ruso serán igualmente auténticos. Los originales serán entregados en depósito al Gobierno de los Estados Unidos de América, el cual remitirá copia certificada de los mismos a cada parte signataria o que se adhiere, y al Secretario Ejecutivo del Consejo.

1979 PROTOCOL FOR THE FIFTH EXTENSION OF THE FOOD AID CONVENTION, 1971

The parties to this Protocol,

Considering that the Food Aid Convention, 1971 (hereinafter referred to as "the Convention") of the International Wheat Agreement, 1971, which was further extended by Protocol in 1978, expires on 30 June 1979,

Have agreed as follows:

ARTICLE I

Extension, expiry and termination of the Convention

Subject to the provisions of Article II of this Protocol, the Convention shall continue in force between the parties to this Protocol until 30 June 1981 provided that, if a new agreement covering food aid enters into force before 30 June 1981, this Protocol shall remain in force only until the date of entry into force of the new agreement.

ARTICLE II

Inoperative provisions of the Convention

The provisions of paragraphs (1), (2) and (3) of Article II, of paragraph (1) of Article III, and of Articles VI to XIV, inclusive, of the Convention shall be deemed to be inoperative with effect from 1 July 1979.

ARTICLE III

International food aid

(1) The parties to this Protocol agree to contribute as food aid to the developing countries, wheat, coarse grains or products derived therefrom, suitable for human consumption and of an acceptable type and quality, or the cash equivalent thereof, in the minimum annual amounts specified in paragraph (2) below:

(2) The minimum annual contribution of each party to this Protocol is fixed as follows:

	Metric tons
Argentina	23,000
Australia	225,000
Canada	495,000
European Economic Community	1,287,000
Finland	14,000
Japan	225,000
Sweden	35,000
Switzerland	32,000
United States of America	1,890,000

(3) For the purpose of the operation of this Protocol, any party which has signed this Protocol pursuant to paragraph (2) of Article V thereof, or which has acceded to this Protocol pursuant to paragraph (2) or (3) of Article VII thereof, shall be deemed to be listed in paragraph (2) of Article III of this Protocol together with the minimum contribution of such party as determined in accordance with the relevant provisions of Article V or Article VII of this Protocol.

ARTICLE IV

Food Aid Committee

There shall be established a Food Aid Committee whose membership shall consist of the parties listed in paragraph (2) of Article III of this Protocol and of those others that become parties to this Protocol. The Committee shall appoint a Chairman and a Vice-Chairman.

ARTICLE V

Signature

(1) This Protocol shall be open for signature in Washington from 25 April 1979 until and including 16 May 1979 by the Governments of Argentina, Australia, Canada, Finland, Japan, Sweden, Switzerland and the United States of America, and by the European Economic Community and its member States, provided that they sign both this Protocol and the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971.

(2) This Protocol shall also be open for signature, on the same conditions, to any party to the Food Aid Convention, 1967 which is not enumerated in paragraph (1) of this Article, provided that its contribution is at least equal to that which it agreed to make in the Food Aid Convention, 1967.

ARTICLE VI

Ratification, acceptance, approval or conclusion

This Protocol shall be subject to ratification, acceptance, approval or conclusion by each signatory in accordance with its constitutional or institutional procedures, provided that it also ratifies, accepts, approves or concludes the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971. Instruments of ratification, acceptance, approval or conclusion shall be deposited with the Government of the United States of America not later than 22 June 1979, except that the Food Aid Committee may grant one or more extensions of time to any signatory that has not deposited its instrument of ratification, acceptance, approval or conclusion by that date.

ARTICLE VII

Accession

(1) This Protocol shall be open for accession by any party referred to in Article V of this Protocol, provided it also accedes to the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971 and provided further that in the case of any party referred to in paragraph (2) of Article V its contribution is at least equal to that which it agreed to make in the Food Aid Convention, 1967. Instruments of accession under this paragraph shall be deposited not later than 22 June 1979, except that the Food Aid Committee may grant one or more extensions of time to any party that has not deposited its instrument of accession by that date.

(2) The Food Aid Committee may approve accession to this Protocol, as a donor, by the Government of any member of the United Nations, of its specialized agencies or of the International Atomic Energy Agency, on such conditions as the Food Aid Committee considers appropriate, provided that the Government also accedes at the same time to the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971, if not already a party to it.

(3) Accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America.

ARTICLE VIII

Provisional application

Any party referred to in Article V of this Protocol may deposit with the Government of the United States of America a declaration of provisional application of this Protocol, provided it also deposits a declaration of provisional application of the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971. Any other party whose application for accession is approved may also deposit with the Government of the United States of America a declaration of provisional application, provided that the party also deposits a declaration of provisional application of the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971, unless it is already a party to that Protocol or has already deposited a declaration of provisional application of that Protocol. Any such party depositing such a declaration shall provisionally apply this Protocol and be provisionally regarded as a party thereto.

ARTICLE IX

Entry into force

(1) This Protocol shall enter into force for those parties that have deposited instruments of ratification, acceptance, approval, conclusion or accession

(a) on 23 June 1979 with respect to all provisions other than Article II of the Convention and Article III of the Protocol, and

(b) on 1 July 1979 with respect to Article II of the Convention and Article III of the Protocol

provided that all parties listed in paragraph (1) of Article V of this Protocol have deposited such instruments or a declaration of provisional application by 22 June 1979 and that the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971 is in force. For any other party that deposits an instrument of ratification, acceptance, approval, conclusion or accession after the entry into force of the Protocol, this Protocol shall enter into force on the date of such deposit.

(2) If this Protocol does not enter into force in accordance with the provisions of paragraph (1) of this Article, the parties which by 23 June 1979 have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, may decide by mutual consent that it shall enter into force among those parties that have deposited instruments of ratification, acceptance, approval, conclusion or accession, or declarations of provisional application, provided that the 1979 Protocol for the fifth extension of the Wheat Trade Convention, 1971 is in force, or they may take whatever other action they consider the situation requires.

ARTICLE X

Notification by depositary Government

The Government of the United States of America as the depositary Government shall notify all signatory and acceding parties of each signature, ratification, acceptance, approval, conclusion, provisional application of, and accession to this Protocol.

ARTICLE XI

Certified copy of the Protocol

As soon as possible after the definitive entry into force of this Protocol, the depositary Government shall send a certified copy of this Protocol in the English, French, Russian and Spanish languages to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations. Any amendments to this Protocol shall likewise be communicated.

ARTICLE XII

Relationship of Preamble to Protocol

This Protocol includes the Preamble to the 1979 Protocols for the fifth extension of the International Wheat Agreement, 1971.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments or authorities, have signed this Protocol on the dates appearing opposite their signatures.

The texts of this Protocol in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited with the Government of the United States of America which shall transmit certified copies thereof to each signatory and acceding party.

PROTOCOLE DE 1979 PORTANT CINQUIEME PROROGATION
DE LA CONVENTION RELATIVE A L'AIDE ALIMENTAIRE DE 1971

Les parties au présent Protocole,

Considérant que la Convention relative à l'aide alimentaire de 1971 (ci-après dénommée "la Convention") de l'Accord international sur le blé de 1971, qui a été prorogée à nouveau par Protocole en 1978, vient à expiration le 30 juin 1979,

Sont convenus de ce qui suit :

ARTICLE I

Prorogation, venue à expiration et résiliation de la Convention

Sous réserve des dispositions de l'article II du présent Protocole, la Convention demeurera en vigueur entre les parties audit Protocole jusqu'au 30 juin 1981, étant entendu toutefois que, si un nouvel accord en matière d'aide alimentaire entre en vigueur avant le 30 juin 1981, le présent Protocole demeurera en vigueur jusqu'à la date d'entrée en vigueur du nouvel accord seulement.

ARTICLE II

Dispositions de la Convention rendues inopérantes

Les dispositions des paragraphes 1, 2 et 3 de l'article II, du paragraphe 1 de l'article III et des articles VI à XIV inclus de la Convention sont considérées comme inopérantes à compter du 1er juillet 1979.

ARTICLE III

Aide alimentaire internationale

1) Les parties au présent Protocole sont convenues de fournir à titre d'aide alimentaire aux pays en développement, du blé, des céréales secondaires ou leurs produits dérivés, propres à la consommation humaine et d'un type et d'une qualité acceptables, ou l'équivalent en espèces pour les montants annuels minimaux spécifiés au paragraphe 2 ci-après.

2) La contribution annuelle minimale de chaque partie au présent Protocole est fixée comme suit :

	Tonnes métriques
Argentine	23.000
Australie	225.000
Canada	495.000
Communauté économique européenne	1.287.000
Etats-Unis d'Amérique	1.890.000
Finlande	14.000
Japon	225.000
Suède	35.000
Suisse	32.000

3) Aux fins de l'application du présent Protocole, toute partie qui aura signé ledit Protocole conformément aux dispositions du paragraphe 2 de l'article V ou qui y aura adhéré conformément aux dispositions des paragraphes 2 et 3 de l'article VII sera réputée énumérée au paragraphe 2 de l'article III, avec la contribution minimale qui lui sera assignée conformément aux dispositions pertinentes de l'article V ou de l'article VII de ce Protocole.

ARTICLE IV

Comité de l'aide alimentaire

Il sera institué un Comité de l'aide alimentaire qui sera composé des parties énumérées au paragraphe 2 de l'article III du présent Protocole et des autres qui deviendront parties audit Protocole. Le Comité désignera un président et un vice-président.

ARTICLE V

Signature

1) Le présent Protocole sera ouvert, à Washington, du 25 avril 1979 au 16 mai 1979 inclus, à la signature des Gouvernements de l'Argentine, de l'Australie, du Canada, des Etats-Unis d'Amérique, de la Finlande, du Japon, de la Suède et de la Suisse, ainsi que de la Communauté économique européenne et de ses Etats membres, sous réserve qu'ils signent aussi bien le présent Protocole que le Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971.

2) Le présent Protocole sera également ouvert, dans les mêmes conditions, à la signature de toute partie à la Convention relative à l'aide alimentaire de 1967 qui n'est pas énumérée au paragraphe 1 du présent article, pourvu que sa contribution soit au moins égale à celle qu'elle avait souscrite dans la Convention relative à l'aide alimentaire de 1967.

ARTICLE VI

Ratification, acceptation, approbation ou conclusion

Le présent Protocole est soumis à la ratification, à l'acceptation, à l'approbation ou à la conclusion de chacune des parties signataires conformément à ses procédures constitutionnelles ou institutionnelles, sous réserve que chacune d'elle ratifie, accepte, approuve ou conclue également le Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971. Les instruments de ratification, d'acceptation, d'approbation ou de conclusion seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 22 juin 1979, étant entendu que le Comité de l'aide alimentaire peut accorder une ou plusieurs prolongations de délai à tout signataire qui n'aura pas déposé son instrument de ratification, d'acceptation, d'approbation ou de conclusion à cette date.

ARTICLE VII

Adhésion

1) Le présent Protocole est ouvert à l'adhésion de toute partie visée à l'article V dudit Protocole, sous réserve que chacune d'elle adhère également au Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971 et sous réserve aussi, dans le cas de toute partie visée au paragraphe 2 de l'article V, que sa contribution soit au moins égale à celle qu'elle avait souscrite dans la Convention relative à l'aide alimentaire de 1967. Les instruments d'adhésion prévus au présent paragraphe seront déposés au plus tard le 22 juin 1979, étant entendu que le Comité de l'aide alimentaire peut accorder une ou plusieurs prolongations de délai à toute partie qui n'aura pas déposé son instrument d'adhésion à cette date.

2) Le Comité de l'aide alimentaire peut approuver l'adhésion au présent Protocole, en tant que donateur, du Gouvernement de tout membre de l'Organisation des Nations Unies, de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique aux conditions que le Comité de l'aide alimentaire jugera appropriées, sous réserve que ce Gouvernement adhère aussi en même temps au Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971, s'il n'est pas déjà partie à ce Protocole.

3) L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

ARTICLE VIII

Application provisoire

Toute partie visée à l'article V du présent Protocole peut déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire du présent Protocole, sous réserve qu'elle dépose aussi une déclaration d'application provisoire du Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971. Toute autre partie dont la demande d'adhésion est approuvée peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire, sous réserve qu'elle dépose aussi une déclaration d'application provisoire du Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971, à moins qu'elle ne soit déjà partie audit Protocole ou qu'elle n'ait déjà déposé une déclaration d'application provisoire dudit Protocole.
Toute partie déposant une telle déclaration applique provisoirement le présent Protocole et est considérée provisoirement comme y étant partie.

ARTICLE IX

Entrée en vigueur

1) Le présent Protocole entre en vigueur pour les parties qui auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion,

a) le 23 juin 1979 pour toutes les dispositions autres que l'article II de la Convention et l'article III du Protocole, et

b) le 1er juillet 1979 pour l'article II de la Convention et l'article III du Protocole,

sous réserve que toutes les parties nommées au paragraphe 1 de l'article V du présent Protocole aient déposé de tels instruments ou une déclaration d'application provisoire au 22 juin 1979 et que le Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971 soit en vigueur. Le présent Protocole entre en vigueur, pour toute autre partie qui dépose un instrument de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion après l'entrée en vigueur du Protocole, à la date dudit dépôt.

2) Si le présent Protocole n'entre pas en vigueur conformément aux dispositions du paragraphe 1 du présent article, les parties qui, au 23 juin 1979, auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou des déclarations d'application provisoire, pourront décider d'un commun accord qu'il entrera en vigueur entre les parties qui auront déposé des instruments de ratification, d'acceptation, d'approbation, de conclusion ou d'adhésion, ou des déclarations d'application provisoire, à condition que le Protocole de 1979 portant cinquième prorogation de la Convention sur le commerce du blé de 1971 soit en vigueur, ou bien pourront prendre toutes autres mesures que la situation leur paraîtra exiger.

ARTICLE X

Notification par le Gouvernement dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en qualité de Gouvernement dépositaire, notifiera à toutes les parties signataires et adhérentes toute signature, toute ratification, toute acceptation, toute approbation, toute conclusion, toute application provisoire du présent Protocole et toute adhésion audit Protocole.

ARTICLE XI

Copie certifiée conforme du Protccole

Le plus tôt possible après l'entrée en vigueur définitive du présent Protocole, le Gouvernement dépositaire adressera une copie certifiée conforme dudit Protocole en langues anglaise, espagnole, française et russe au Secrétaire général de l'Organisation des Nations Unies pour enregistrement conformément à l'Article 102 de la Charte des Nations Unies. Tout amendement au présent Protocole sera pareillement communiqué au Secrétaire général de l'Organisation des Nations Unies.

ARTICLE XII

Rapports entre le Préambule et le Protocole

Le présent Protocole comprend le Préambule des Protocoles de 1979 portant cinquième prorogation de l'Accord international sur le blé de 1971.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements ou leurs autorités respectifs, ont signé le présent Protocole à la date qui figure en regard de leur signature.

Les textes du présent Protocole en langues anglaise, espagnole, française et russe font également foi. Les originaux seront déposés dans les archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à toutes les parties signataires et adhérentes.

ПРОТОКОЛ 1979 ГОДА

О ПЯТОМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ КОНВЕНЦИИ ОБ ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ 1971г.

Стороны настоящего Протокола,

Принимая во внимание, что срок действия Конвенции об оказании продовольственной помощи 1971 г. (именуемой в дальнейшем "Конвенция") Международного соглашения по пшенице 1971 г., продленной Протоколом 1978 г., истекает 30 июня 1979 г.,

Согласились о следующем:

СТАТЬЯ I

Продление, истечение и прекращение срока действия Конвенции

Согласно положениям Статьи П настоящего Протокола, Конвенция останется в силе для Сторон настоящего Протокола до 30 июня 1981 года, предусматривая, что, если новое соглашение об оказании продовольственной помощи вступит в силу до 30 июня 1981 года, Протокол останется в силе только до момента вступления в силу нового соглашения.

СТАТЬЯ П

Неоперативные положения Конвенции

С 1 июля 1979 года положения параграфа (1), (2) и (3) Статьи П, параграфа (1) Статьи Ш и Статей У1-Х1У включительно данной Конвенции считаются как не имеющие силу.

СТАТЬЯ Ш

Международная продовольственная помощь

(1) Стороны настоящего Протокола соглашаются предоставить в качестве продовольственной помощи развивающимся странам пшеницу, кормовое зерно или продукты из него, пригодные для потребления людьми и приемлемого сорта и качества, либо их эквивалент в валюте, в минимальном годовом объеме, указанном в параграфе (2) ниже:

(2) Минимальный годовой взнос каждой Стороны настоящего Протокола устанавливается в следующем размере:

	Метрические тонны
Австралия	225.000
Аргентина	23.000
Европейское Экономическое Сообщество	1.287.000
Канада	495.000
Соединенные Штаты Америки	1.890.000
Финляндия	14.000
Швеция	35.000
Швейцария	32.000
Япония	225.000

(3) В целях осуществления настоящего Протокола, любая сторона, подписавшая настоящий Протокол в соответствии с пунктом (2) Статьи У, или присоединившаяся к настоящему Протоколу, согласно параграфам 2 или 3 Статьи УП, считается поименованной в пункте (2) Статьи Ш настоящего Протокола с указанием минимального взноса этой Стороны, определенного согласно соответствующим положениям Статьи У или Статьи УП настоящего Протокола.

СТАТЬЯ 1У

Комитет по продовольственной помощи

Учреждается Комитет по продовольственной помощи, в составе представителей Сторон, поименованных в параграфе (2) Статьи Ш настоящего Протокола, и других Сторон, которые становятся Сторонами Протокола. Комитет назначает Председателя и Заместителя председателя.

СТАТЬЯ У

Подписание

(1) Настоящий Протокол открыт для подписания в Вашингтоне с 25 апреля 1979 г. по 16 мая 1979 г. включительно Правительствами Австралии, Аргентины, Европейского Экономического Сообщества и его государствами-членами, Канады, Соединенных Штатов Америки, Финляндии, Швеции, Швейцарии и Японии при условии подписания ими настоящего Протокола и Протокола 1979 г. о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года.

(2) Настоящий Протокол также открыт для подписания на тех же условиях любой Стороной Конвенции об оказании продовольственной помощи 1967 г., которая не перечислена в параграфе (1) настоящей Статьи, если ее взносы будут по крайней мере равны взносам, которые она обязалась внести, согласно Конвенции об оказании продовольственной помощи 1967 года.

СТАТЬЯ У1

Ратификация, принятие, одобрение или заключение

Настоящий Протокол подлежит ратификации, принятию, одобрению или заключению каждой из подписавших его Сторон в соответствии с ее конституционными или административными процедурами при условии, что она также ратифицирует, примет, одобрит или заключит Протокол 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года. Акты о ратификации, принятии, одобрении или заключении сдаются на хранение Правительству Соединенных Штатов Америки не позднее 22 июня 1979 года, за исключением тех случаев, когда Комитет по продовольственной помощи может предоставить одну или более отсрочек любой подписавшей Стороне, которая не сдала на хранение к этому сроку акт о ратификации, принятии, одобрении или заключении.

СТАТЬЯ УП

Присоединение

(1) Настоящий Протокол открыт для присоединения к нему любой Стороны, упомянутой в Статье У настоящего Протокола, при условии, что она также присоединяется к Протоколу 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года, а также при условии, что взносы любой Стороны, упомянутой в параграфе (2) Статьи У, будут по крайней мере равны взносам, которые она обязалась внести, согласно Конвенции об оказании продовольственной помощи 1967 г. Согласно этому параграфу, акты о присоединении сдаются на хранение не позднее 22 июня 1979 г., за исключением тех случаев, когда Комитет по продовольственной помощи может предоставить одну или более отсрочек любой Стороне, которая к этому сроку не сдала на хранение акт о присоединении.

(2) Комитет по продовольственной помощи может одобрить присоединение к настоящему Протоколу в качестве донора Правительства любой страны - члена Организации Объединенных Наций, ее специализированных учреждений или Международного агентства по атомной энергии на условиях, которые он сочтет приемлемыми, при условии, что такое Правительство также присоединяется в то же самое время к Протоколу 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года, если оно уже не является его Стороной.

(3) Присоединение осуществляется путем сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

СТАТЬЯ УШ

Временное применение

Любая Сторона, упомянутая в Статье У настоящего Протокола, может сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении настоящего Протокола при условии, если она также сдаст на хранение декларацию о временном применении Протокола 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года. Любая другая Сторона, чье обращение о присоединении одобрено, может также сдать на хранение Правительству Соединенных Штатов Америки декларацию о временном применении при условии, что Сторона также сдаст на хранение декларацию о временном применении Протокола 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года, если она уже не является Стороной данного Протокола или уже сдала на хранение декларацию о временном применении данного Протокола. Любая такая Сторона, депонирующая такую декларацию, временно применяет настоящий Протокол и временно считается его стороной.

СТАТЬЯ IX

Вступление в силу

(1) Настоящий Протокол вступает в силу для тех Сторон, которые сдали на хранение акты о ратификации, принятии, одобрении, заключении или присоединении в следующем порядке:

(a) 23 июня 1979 года в отношении всех положений, кроме положений Статьи П Конвенции и Статьи Ш Протокола, и

(b) 1 июля 1979 года в отношении Статьи П настоящей Конвенции и Статьи Ш Протокола,

при условии, что все Стороны, поименованные в параграфе (1) Статьи У настоящего Протокола, сдали на хранение к 22 июня 1979 года такие акты или декларацию о временном применении и при условии нахождения в силе Протокола 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года. Для любой другой Стороны, которая сдает на хранение акт о ратификации, принятии, одобрении, заключении или присоединении после вступления в силу настоящего Протокола, такой Протокол вступит в силу с момента сдачи на хранение указанных актов.

(2) Если настоящий Протокол не вступит в силу в соответствии с положениями параграфа (1) настоящей Статьи, то Стороны, которые к 23 июня 1979 года сдали на хранение акты о ратификации, принятии, одобрении, заключении или присоединении или декларацию о временном применении, могут решить, по взаимной договоренности, что Протокол вступает в силу для тех Сторон, которые сдали на хранение акты о ратификации, принятии, одобрении, заключении или присоединении или декларации о временном применении при условии нахождения в силе Протокола 1979 года о пятом продлении срока действия Конвенции о торговле пшеницей 1971 года или они могут принять другие меры, которых, по их мнению, требует обстановка.

СТАТЬЯ X

Извещение Правительством страны- депозитария

Правительство Соединенных Штатов Америки как Правительство страны-депозитария, извещает все подписавшие и присоединившиеся Стороны о каждом случае подписания, ратификации, принятия, одобрения, заключения, временного применения или присоединения к настоящему Протоколу.

СТАТЬЯ X1

Заверенная копия Протокола

В возможно ближайшее время после окончательного вступления в силу настоящего Протокола Правительство-депозитарий посылает Генеральному секретарю Организации Объединенных Наций заверенную копию настоящего Протокола на английском, испанском, русском и французском языках для регистрации в соответствии со статьей 102 Устава Организации Объединенных Наций. Любые изменения к настоящему Протоколу сообщаются в таком же порядке.

СТАТЬЯ XП

Взаимосвязь Преамбулы и Протокола

Настоящий Протокол включает Преамбулу к Протоколам 1979 года о пятом продлении срока действия Международного соглашения по пшенице 1971 года.

В ДОКАЗАТЕЛЬСТВО ЧЕГО нижеподписавшиеся, будучи на то надлежащим образом уполномочены своими Правительствами или органами власти, подписали настоящий Протокол датами, указанными против их подписей.

Тексты настоящего Протокола на английском, испанском, русском и французском языках являются равно аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассылает заверенные копии каждой подписавшей и присоединившейся Стороне.

PROTOCOLO, 1979, PARA LA QUINTA PRORROGA DEL CONVENIO SOBRE LA AYUDA ALIMENTARIA, 1971

Las partes en el presente Protocolo,

Considerando que el Convenio sobre la Ayuda Alimentaria, 1971 (en adelante llamado "el Convenio") del Convenio Internacional del Trigo, 1971, que fué prorrogado de nuevo por virtud de Protocolo en 1978, expira el 30 de junio de 1979,

Han convenido lo siguiente:

ARTICULO I

Prórroga, expiración y rescisión del Convenio

A reserva de lo dispuesto en el Artículo II del presente Protocolo, el Convenio permanecerá en vigor entre las partes integrantes del presente Protocolo hasta el 30 de junio de 1981, quedando entendido que, si antes del 30 de junio de 1981, entrase en vigor un nuevo Convenio sobre la Ayuda Alimentaria, el presente Protocolo solo permanecerá vigente hasta la fecha de entrada en vigor del nuevo Convenio.

ARTICULO II

Disposiciones inoperantes del Convenio

A partir del 1 de julio de 1979, se considerarán derogadas las disposiciones del Convenio correspondientes a los párrafos 1), 2) y 3) del Artículo II, del párrafo 1) del Artículo III y de los Artículos VI al XIV, inclusive.

ARTICULO III

Ayuda alimentaria internacional

1) Las partes en el presente Protocolo se comprometen a hacer aportaciones como ayuda alimentaria a los países en desarrollo, de trigo, cereales secundarios o sus productos derivados, adecuados para el consumo humano y de un tipo y calidad aceptables, o su equivalente en efectivo, en las cantidades anuales mínimas especificadas en el párrafo 2) a continuación.

2) La aportación anual mínima de cada una de las partes que integran el presente Protocolo se fija del modo siguiente:

	Toneladas métricas
Argentina	23.000
Australia	225.000
Canadá	495.000
Comunidad Económica Europea	1.287.000
Estados Unidos de América	1.890.000
Finlandia	14.000
Japón	225.000
Suecia	35.000
Suiza	32.000

3) A los efectos de la aplicación del presente Protocolo, toda parte en el mismo que lo firme en virtud del párrafo 2) del Artículo V, o que se adhiera a él en virtud de las disposiciones contenidas en el párrafo 2) ó 3) del Artículo VII, se considerará enumerada en el párrafo 2) del Artículo III del presente Protocolo junto con la aportación mínima que se le asigne con arreglo a las disposiciones pertinentes del Artículo V ó del Artículo VII del presente Protocolo.

ARTICULO IV

Comité de Ayuda Alimentaria

Se constituirá un Comité de Ayuda Alimentaria que estará integrado por cada una de las partes que figuran en el párrafo 2) del Artículo III del presente Protocolo y por cualesquiera otras que pasen a ser partes del presente Protocolo. El Comité nombrará su presidente y vicepresidente.

ARTICULO V

Firma

1) El presente Protocolo quedará abierto a la firma en Washington, desde el 25 de abril de 1979 hasta el 16 de mayo de 1979 inclusive, de los Gobiernos de Argentina, Australia, Canadá, Estados Unidos de América, Finlandia, Japón, Suecia y Suiza, así como de la Comunidad Económica Europea y sus Estados miembros, siempre y cuando firmen tanto el presente Protocolo como el Protocolo, 1979, para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971.

2) El presente Protocolo quedará igualmente abierto, en las mismas condiciones, a la firma de toda parte signataria del Convenio sobre la Ayuda Alimentaria, 1967, no enumerada en el párrafo 1) del presente Artículo, siempre y cuando su aportación sea, por lo menos, igual a la que convino efectuar en el Convenio sobre la Ayuda Alimentaria, 1976.

ARTICULO VI

Ratificación, aceptación, aprobación o conclusión

El presente Protocolo estará sujeto a la ratificación, aceptación, aprobación o conclusión de cada uno de los signatarios, de conformidad con sus respectivos procedimientos constitucionales o institucionales siempre y cuando ratifique, acepte, apruebe o concluya asimismo el Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971. Los instrumentos de ratificación, aceptación, aprobación o conclusión se depositarán ante el Gobierno de los Estados Unidos de América, a más tardar, el 22 de junio de 1979, quedando entendido que el Comité de Ayuda Alimentaria podrá conceder una o más prórrogas a todo signatario que no haya depositado su instrumento de ratificación, aceptación, aprobación o conclusión en la fecha indicada.

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ARTICULO VII

Adhesión

1) El presente Protocolo quedará abierto a la adhesión de toda parte mencionada en el Artículo V del presente Protocolo, siempre y cuando se adhiera también al Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971, y siempre y cuando además, en el caso de cada una de las partes mencionadas en el párrafo 2) del Artículo V, su aportación sea por lo menos igual a la que convino efectuar en el Convenio sobre la Ayuda Alimentaria, 1967. Los instrumentos de adhesión relacionados con este párrafo se depositarán, a más tardar, el 22 de junio de 1979, quedando entendido que el Comité de Ayuda Alimentaria podrá conceder una o más prórrogas a cualesquiera de las partes que no haya depositado su instrumento de adhesión en la fecha indicada.

2) El Comité de Ayuda Alimentaria podrá aprobar la adhesión al presente Protocolo, como donante, del Gobierno de todo miembro de las Naciones Unidas, así como de sus organismos especializados o del Organismo Internacional de Energía Atómica, en las condiciones que el Comité de Ayuda Alimentaria considere pertinentes, siempre y cuando el Gobierno de que se trate, a su vez, se adhiera también al Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971, si no formara ya parte del mismo.

3) La adhesión se llevará a efecto depositando el instrumento de adhesión pertinente ante el Gobierno de los Estados Unidos de América.

ARTICULO VIII

Aplicación provisional

Toda parte que esté mencionada en el Artículo V del presente Protocolo podrá depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Protocolo, siempre y cuando deposite también una declaración de aplicación provisional del Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971. Toda otra parte cuya solicitud de adhesión al presente Protocolo sea aprobada podrá asimismo depositar ante el Gobierno de los Estados Unidos de América una declaración de aplicación provisional, siempre y cuando la parte de que se trate deposite también una declaración de aplicación provisional del Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971, a menos que sea ya parte en dicho Protocolo o haya depositado ya una declaración de aplicación provisional del mismo. Toda parte que así deposite tal declaración, aplicará provisionalmente el presente Protocolo y será considerada provisionalmente como parte en el mismo.

ARTICULO IX

Entrada en vigor

1) El presente Protocolo entrará en vigor para aquellas partes que hayan depositado sus instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión

a) el 23 de junio de 1979, con respecto a todas las disposiciones, salvo las comprendidas en el Artículo II del Convenio y Artículo III del Protocolo, y

b) el 1 de julio de 1979, con respecto al Artículo II del Convenio y el Artículo III del Protocolo,

siempre y cuando todas las partes mencionadas en el párrafo 1) del Artículo V del presente Protocolo hayan depositado dichos instrumentos o una declaración de aplicación provisional, a más tardar, el 22 de junio de 1979, y que el Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971, esté en vigor. Para toda otra parte que deposite el instrumento de ratificación, aceptación, aprobación, conclusión o adhesión, después de que el Protocolo haya entrado en vigor, el presente Protocolo entrará en vigor en la fecha en que se efectúe tal depósito.

2) Si el presente Protocolo no entrase en vigor de acuerdo con lo dispuesto en el párrafo 1) del presente Artículo, las partes que, para el 23 de junio de 1979, hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión, o declaraciones de aplicación provisional, podrán decidir de común acuerdo que el mismo entrará en vigor entre aquellas partes que hayan depositado instrumentos de ratificación, aceptación, aprobación, conclusión o adhesión, o declaraciones de aplicación provisional, siempre que el Protocolo, 1979, instituido para la quinta prórroga del Convenio sobre el Comercio del Trigo, 1971, esté en vigor, o podrán tomar otra decisión que, a su parecer, requiera la situación.

ARTICULO X

Notificación del Gobierno depositario

El Gobierno de los Estados Unidos de América, en su calidad de Gobierno depositario, notificará a todas las partes signatarias y a todas las partes que se hayan adherido, toda firma, ratificación, aceptación, aprobación, conclusión o aplicación provisional del presente Protocolo, y toda adhesión al mismo.

ARTICULO XI

Copia certificada del Protocolo

Tan pronto como sea posible, después de la entrada en vigor definitiva del presente Protocolo, el Gobierno depositario enviará copia certificada del mismo, en los idiomas español, francés, inglés y ruso al Secretario General de las Naciones Unidas para que lo registre con arreglo a lo dispuesto en el Artículo 102 de la Carta de las Naciones Unidas. Toda enmienda al presente Protocolo se comunicará de la misma manera al Secretario General de las Naciones Unidas.

ARTICULO XII

Relación entre el Preámbulo y el Protocolo

El presente Protocolo comprende el Preámbulo a los Protocolos, 1979, instituidos para la quinta prórroga del Convenio Internacional del Trigo, 1971.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos Gobiernos o autoridades, han firmado este Protocolo en las fechas que aparecen junto a sus firmas.

Los textos del presente Protocolo, en los idiomas español, francés, inglés y ruso, serán todos igualmente auténticos. Los originales serán entregados en depósito al Gobierno de los Estados Unidos de América, el cual remitirá copia certificada de los mismos a cada uno de los Gobiernos signatarios o que se adhieran al Protocolo.

Note by the Department of State

Signatories to the
Protocol for the Fifth Extension
of the Wheat Trade Convention 1971

Open for signature at Washington
from April 25 to May 16, 1979

FOR ALGERIA:

FOR ARGENTINA:

FOR AUSTRALIA:

ALAN RENOUF
May 15, 1979.

FOR AUSTRIA:

K H SCHOBER *May 11, 1979*

FOR BARBADOS:

FOR BELGIUM:

FOR BOLIVIA:

FOR BRAZIL:

J B PINHEIRO – *May 11th 1979*

FOR BULGARIA:

FOR CANADA:

GILLES MATHIEU *May 15, 1979*

FOR CHINA:

FOR COLOMBIA:

FOR COSTA RICA:

FOR CUBA:

R SANCHEZ PARODI *May 14, 1979.*

FOR DENMARK:

FOR THE DOMINICAN REPUBLIC:

FOR ECUADOR:

HORACIO SEVILLA BORJA
May 16, 1979

FOR EGYPT:

ASHRAF GHORBAL
14 May 1979

FOR EL SALVADOR:

R QUINONEZ MEZA
15 de Mayo de 1979.

FOR THE EUROPEAN ECONOMIC COMMUNITY:

FOR FINLAND:

JAAKKO ILONIEMI *May 11th, 1979*

FOR FRANCE:

FOR THE FEDERAL REPUBLIC OF GERMANY:

FOR GREECE:

MENELAOS ALEXANDRAKIS
May 15 – 1979

FOR GUATEMALA:

D MONTERROSO M.
May 16 – 1979

FOR INDIA:

NANI A. PALKHIVALA
May 16, 1979

FOR INDONESIA:

FOR IRAN:

ALI A. AGAH
May 16, 1979

FOR IRAQ:

MOUHYI K. AL-KHATEEB [Romanization]
4.30.79

FOR IRELAND:

FOR ISRAEL:

FOR ITALY:

FOR JAPAN:

KIYOSHI SUMIYA
April 25, 1979

FOR KENYA:

JOHN P. MBOGUA
May 14, 1979.

FOR THE REPUBLIC OF KOREA:

YONG SHIK KIM
May 15, 1979

FOR KUWAIT:

FOR LEBANON:

FOR LIBYA:

FOR LUXEMBOURG:

FOR MALTA:

FOR MAURITIUS:

PIERRE GUY GIRALD BALANCY
May. 3. 1979.

FOR MEXICO:

FOR MOROCCO:

FOR THE KINGDOM OF THE NETHERLANDS:

FOR NIGERIA:

FOR NORWAY:

BJOERN BARTH
May 15, 1979

FOR PAKISTAN:

M KHAN
8th May 1979

FOR PANAMA:

FOR PERU:

A. ARIAS SCHREIBER
May 16, 1979

FOR PORTUGAL:

JOÃO HALL THEMIDO
May 16, 1979

FOR SAUDI ARABIA:

FOR SOUTH AFRICA:

D. B. SOLE
11th May, 1979.

FOR SPAIN:

JOSE LLADO
16th May 1979

FOR SRI LANKA:

FOR SWEDEN:

W WACHTMEISTER
May 15th 1979

FOR SWITZERLAND:

RAYMOND PROBST
May 14, 1979.

FOR THE SYRIAN ARAB REPUBLIC:

FOR TRINIDAD AND TOBAGO:

FOR TUNISIA:

HEDDA
5–15–79.

FOR TURKEY:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

15V A. DOBRYNIN

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

FOR THE UNITED STATES OF AMERICA:

JIM WILLIAMS *5–16–79*

FOR URUGUAY:

FOR THE VATICAN CITY STATE:

+ JEAN JADOT
May 15. 1979

FOR VENEZUELA:

Signatories to the Protocol for the Fifth Extension of the Food Aid Convention 1971

Open for signature at Washington from April 25 to May 16, 1979

FOR ARGENTINA:

TIAS 9878

FOR AUSTRALIA:

ALAN RENOUF
May 15, 1979.

FOR BELGIUM:

FOR CANADA:

GILLES MATHIEU *May 15, 1979*

FOR DENMARK:

FOR THE EUROPEAN ECONOMIC COMMUNITY:

FOR FINLAND:

JAAKKO ILONIEMI
May 11th 1979

FOR FRANCE:

FOR THE FEDERAL REPUBLIC OF GERMANY:

FOR IRELAND:

FOR ITALY:

FOR JAPAN:

With a reservation to Article III
KIYOSHI SUMIYA
April 25, 1979

FOR LUXEMBOURG:

FOR THE KINGDOM OF THE NETHERLANDS:

FOR NORWAY:

Subject to approval and ratification by the King in Council.
BJOERN BARTH
May 15, 1979.

FOR SWEDEN:

W WACHTMEISTER
May 15th 1979

FOR SWITZERLAND:

RAYMOND PROBST
May 14, 1979.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

FOR THE UNITED STATES OF AMERICA:

JIM WILLIAMS *5-16-79*

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Defense: Trident I Missile System

Agreement effected by exchange of notes
Signed at Washington September 30, 1980;
Entered into force September 30, 1980.

The Secretary of State to the British Ambassador

September 30, 1980

Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the decision of the Government of the United Kingdom of Great Britain and Northern Ireland to acquire the Trident I weapons system from the Government of the United States, and in particular concerning the manner in which such acquisition could best be implemented within the framework of United States laws and procedures applicable to sales under the Foreign Military Sales program.

I have the honor to propose, subject to such necessary technical arrangements as may be required in implementation thereof, that the Polaris Sales Agreement between our two Governments of April 6, 1963,[1] shall be deemed to apply as well to the Trident I weapons system and that for this purpose all references in that Agreement to Polaris shall be deemed also to be references to Trident I.

His Excellency

Sir Nicholas Henderson, G. C. M. G.,

British Ambassador.

[1] TIAS 5313; 14 UST 821.

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the further honor to propose that this note, together with Your Excellency's note in reply to that effect, shall constitute an agreement between our two Governments, effective from the date of Your Excellency's note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Warren Christopher

The British Ambassador to the Secretary of State

BRITISH EMBASSY,
WASHINGTON, D.C. 20008
TELEPHONE (202) 462-1340

FROM THE AMBASSADOR

September 30, 1980

Sir:

I have the honour to acknowledge receipt of your note of September 30, 1980, reading as follows:

"Excellency:

I have the honor to refer to the recent discussions between representatives of our two Governments concerning the decision of the Government of the United Kingdom of Great Britain and Northern Ireland to acquire the Trident I weapons system from the Government of the United States, and in particular concerning the manner in which such acquisition could best be implemented within the framework of United States laws and procedures applicable to sales under the Foreign Military Sales program.

I have the honor to propose, subject to such necessary technical arrangements as may be required in implementation thereof, that the Polaris Sales Agreement between our two

The Honourable
Edmund S. Muskie,
Secretary of State.

Governments of April 6, 1963 shall be deemed to apply as well to the Trident I weapons system and that for this purpose all references in that Agreement to Polaris shall be deemed also to be references also to Trident I.

If the foregoing is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the further honor to propose that this Note, together with your Excellency's Note in reply to that effect, shall constitute an agreement between our two Governments, effective from the date of your Excellency's Note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:"

In reply, I have the honour to inform you that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your note, together with the present reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force from today's date.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

Nicholas Henderson

(NICHOLAS HENDERSON)

SAUDI ARABIA

Technical Cooperation in Statistics and Data Processing

Agreement extending the agreement of September 27, 1975.
Effected by letter
Signed at Washington and Riyadh September 22 and October 4, 1980;
Entered into force October 4, 1980.

The Assistant Secretary of International Affairs, Department of the Treasury, to the Coordinator, United States-Saudi Arabian Joint Commission on Economic Cooperation

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

ASSISTANT SECRETARY

22 SEP 1980

Dear Mansoor:

At the April annual meeting of the Joint Economic Commission, your Government requested that the provision of technical services by the United States Bureau of the Census to the Central Department of Statistics and the National Computer Center of the Saudi Arabian Ministry of Finance and National Economy, be extended for another five-year period. The substance of this request is recorded in the 1980 Annual Report of the Commission.

The U.S. Department of the Treasury and the Bureau of the Census of the Department of Commerce believe it would be desirable to maintain the continuity of services under the Statistics and Data Processing project agreement[1] and agree to an extension of the project for another five-year period. This extension shall become effective upon the date of the signature by your Government of this letter and shall remain in effect until August 31, 1985 or until the termination of the Technical Cooperation Agreement between our Governments, whichever shall occur first. All other provisions in the project agreement shall remain in effect.

I would very much appreciate it if you would confirm that the terms set forth above for extending the project agreement for another five-year period also represent the agreement of the Government of Saudi Arabia by signing the enclosed copy of this letter and returning it to me.

Sincerely,

C. Fred Bergsten

[1] TIAS 8490; 28 UST 1010.

Coordinator, U.S.-Saudi Arabian Joint
Commission on Economic Cooperation

M-Turki

Dr. Mansoor Al Turki

4 OCT 1980

Date

Dr. Mansoor Al Turki
Coordinator
US-Saudi Arabian Commission
on Economic Cooperation
Kingdom of Saudi Arabia
Riyadh, Saudi Arabia

FRANCE

Aviation: Research and Development Activities

Agreement signed at Washington and Paris July 10, 1980;
Entered into force July 10, 1980.

Co-operation Agreement

Between

The Federal Aviation Administration of the United States of America

And

La Direction Generale de l'Aviation Civile de la Republique Francaise

WHEREAS the United States of America, Federal Aviation Administration (FAA), and la Direction Generale de l'Aviation Civile (DGAC) of France,

--wish to co-ordinate, as much as possible, research and development activities undertaken by the two countries in the field of civil aviation;

--have acknowledged a mutual interest in the exchange of information on research and development programs in the field of civil aviation pursued separately by each organization, with a view to avoiding a duplication of efforts;

--can see an advantage in undertaking certain new programs jointly, or in coordinating their work on programs in progress, with a view to maximizing the use of their available resources; and

WHEREAS Section 312(c) of the U.S. FAA Act of 1958 as amended [1] among other things requires the FAA Administrator to develop, modify, test, evaluate, and define performance characteristics for systems, procedures, facilities, and devices to meet the needs for safe and efficient navigation and traffic control in civil aviation; and

WHEREAS DGAC has similar responsibilities and authority; and

WHEREAS discharge in cooperation of these responsibilities by the United States and France further demonstrates the desire for mutual cooperation and is in consonance with other international agreements to which they are also parties;

[1] 72 Stat. 752; 49 U.S.C. § 1353(c).

THEREFORE, the FAA and DGAC agree to implement a general co-operation agreement following these conditions;

Article 1 - General Framework

1.1 The FAA Administrator and the Director General of Civil Aviation, either directly or through their chosen representatives, will maintain regular contact to:

A. Exchange information about, review, discuss, and compare FAA and DGAC Research and Development programs.

B. Agree in appropriate cases to combine their work and resources or to co-ordinate conduct of specific research and development activities.

C. Nominate the appropriate co-ordinators as called for in the annexes who will take the steps necessary to assure the prompt exchange of information and organize meetings according to the conditions of the corresponding annex. The people responsible for the project will maintain direct communications.

D. Review and evaluate the progress made in areas of mutual interest where cooperation is agreed upon or is contemplated.

E. After consultation, decide and carry out decisions regarding the management of current joint activities, including the possible termination of programs considered unproductive.

1.2 The selected research and development activities will be described in the annexes to this general agreement.

1.3 The administrative co-ordination of all the projects undertaken under this agreement will be carried out by:

for DGAC:

le Charge de Mission aupres du Directeur General
pour l'Action Exterieure
93 Bd Montparnasse
75006 Paris

for the FAA:

The Associate Administrator for Policy and
International Aviation Affairs
800 Independence Avenue, S. W.
Washington, D. C. 20591

1.4 Meetings between the Director General of Civil Aviation and the FAA Administrator may be arranged when the two parties consider they are necessary. The date and place will be decided upon by mutual agreement.

Article II - Performance Reports

Detailed performance reports will be prepared by the project managers for each project. Each report will contain information on the progress made, the resources used and the schedule planned for subsequent stages. Each report will give useful explanations of the difficulties and delays incurred during the period covered, without, however, going over the technical details already included in previous reports, and will propose recommendations for the pursuit, reorganization or termination of a project. The performance reports will be submitted periodically after the commencement of a project, and as necessary before each meeting between the Director General and the Administrator.

Article III - Funding

In order to carry out the provisions of this agreement, the FAA and the DGAC will each assume the cost of the work to be done by it, in accordance with specific tasks identified in the technical annex. Each party will fund the costs of its respective activity under this Co-operation Agreement. All program activities under this Co-operation Agreement will be subject to the applicable laws and regulations of each country.

Article IV - Exchange of Personnel

Exchanges of technical personnel for work described in the annexes may be made under this general agreement. Personnel so assigned will be governed by the laws and regulations of their respective employing Governments.

Article V - Conditions Governing the Exchange of Equipment

It is anticipated that exchanges of equipment may be made under this general agreement during the course of the projects. The equipment to be exchanged will be specified in the annexes. The following conditions will apply to the exchanges:

A. The DGAC or the FAA, as lender, will, at the lender's expense, transport any equipment to the location designated by the borrower. The lender shall, prior to transporting, specify the value of the equipment. The DGAC or the FAA, as borrower, will receive the equipment of which it will take charge upon delivery at the designated location. At the end of the period of use or the termination of this agreement, whichever occurs first, the borrower will return the equipment, at borrower's expense, to the location designated by the lender.

B. The borrower will be completely responsible for the placement, installation, operation, repair and maintenance of the equipment, including the supply of spare parts.

C. The borrower will mount and use the equipment in accord with the program indicated in the appropriate annexes.

D. The borrower agrees to use the equipment, maintain it and keep it in working order during the loan period, and to allow the lender access at any time for inspection.

E. In the event of loss or damage of any equipment exchanged under this agreement and specified in a technical annex, the borrower agrees to compensate the lender for the value of items lost or damaged.

Article VI - Rights

Except as required by applicable law, neither the DGAC nor the FAA will present any information or material pertinent to the tasks, or related to the agreed program to third parties

other than contractors or subcontractors engaged in this cooperation, to any public forum or print and distribute same without the consent of the other party. FAA will not release information under the U. S. Freedom of Information Act [1] transmitted by the DGAC or its contractor which has been marked proprietary and which comes under exemption #4 of the Freedom of Information Act for proprietary information. FAA shall notify the DGAC of any request under the Freedom of Information Act, and the two parties shall jointly discuss the proprietary nature of this information.

Article VII - Duration

This agreement will become effective upon the signature of the Director General of Civil Aviation and the Administrator of the FAA. It can be modified at any time by mutual agreement of the Director General and the Administrator; it can be canceled at any time upon 60 days notice given by either party.

Article VIII - Approval

DGAC and the FAA approve the terms of this cooperation agreement, as attested by the signatures of the Director General of Civil Aviation and the Administrator.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: Langhorne Bond [2]

Title: Administrator

Date: 10 July 1980

FRENCH REPUBLIC
MINISTRY OF TRANSPORT
DIRECTORATE GENERAL OF CIVIL AVIATION

By: [3]

Title: Director General of Civil Aviation

Date:

[1] 80 Stat. 250; 5 U.S.C. § 552.
[2] Langhorne Bond.
[3] M. Abraham.

ACCORD DE COOPERATION

ENTRE

L'ADMINISTRATION FEDERALE DE L'AVIATION DES ETATS-UNIS D'AMERIQUE

ET

LA DIRECTION GENERALE DE L'AVIATION CIVILE DE LA REPUBLIQUE FRANCAISE

ATTENDU que les Etats-Unis d'Amérique, Administration Fédérale de l'Aviation (FAA) et la Direction Générale de l'Aviation Civile (DGAC) de la République Française,

- désirent coordonner dans toute la mesure du possible les activités de recherche et de développement entreprises par les deux pays dans le domaine de l'aviation civile ;

- ont reconnu un intérêt mutuel à échanger des informations sur les projets de recherche et de développement dans le domaine de l'aviation civile conduits séparément par chaque organisation, en vue d'éviter la duplication des efforts ;

- peuvent trouver avantage à entreprendre conjointement des programmes nouveaux, ou à coordonner leurs travaux dans les programmes en cours, en vue d'assurer une meilleure utilisation des ressources disponibles ;

ATTENDU que la Section 3-1-2 (c) de l'U.S. FAA Act de 1958 et ses amendements subséquents, prescrit entre autres à l'Administrateur de la FAA de développer, modifier, essayer, évaluer et définir les caractéristiques de performance des systèmes, procédures, facilités et matériels nécessaires pour remplir les besoins en matière de sécurité et d'efficacité dans le domaine de la navigation et du contrôle du trafic en aviation civile ;

ATTENDU que la Direction Générale de l'Aviation Civile a un mandat et des responsabilités analogues ;

ATTENDU que la mise en commun de leurs efforts pour faire face à ces responsabilités constitue, pour les Etats-Unis et la France, une preuve supplémentaire de leur désir de coopération mutuelle, et se situe dans la ligne des autres accords internationaux auxquels ils ont également souscrit ;

EN CONSEQUENCE, la FAA et la DGAC conviennent de mettre en oeuvre un accord général de coopération suivant les dispositions ci-après :

Article 1 - Cadre général

1.1. L'Administrateur de la FAA et le Directeur Général de l'Aviation Civile, soit directement, soit par l'intermédiaire de leurs représentants désignés, maintiendront des contacts réguliers de façon à :

A - Echanger des informations, passer en revue, discuter et comparer les programmes de Recherche et Développement de la FAA et de la DGAC.

B - Décider, dans les cas appropriés, de mettre en commun leurs travaux et ressources ou de coordonner la conduite d'activités spécifiques de recherche et développement.

C - Désigner les coordinateurs appropriés, comme prévu dans les annexes, chargés de prendre les mesures nécessaires pour échanger rapidement les informations et organiser les rencontres dans les conditions fixées dans l'annexe correspondante. Les responsables de projet maintiendront des contacts directs.

D - Passer en revue, évaluer et apprécier les progrès réalisés dans les domaines d'intérêt mutuel où une coopération a été décidée ou est envisagée.

E - Après consultation, prendre et faire appliquer toute décision concernant la conduite des activités conjointes en cours, y compris la terminaison éventuelle de programmes jugés improductifs.

1.2. Les activités de recherche et de développement retenues seront précisées dans les annexes à cet accord général.

1.3. La coordination administrative de l'ensemble des projets conduits au titre de cet accord sera effectuée par :

pour la DGAC :

Le Chargé de Mission auprès du Directeur Général
pour l'action extérieure
93, Boulevard du Montparnasse
75006 - PARIS

pour la FAA :

The Associate Administrator for Policy and International Aviation Affairs
800 Independence Avenue, S.W.
WASHINGTON, D.C. 20591

1.4. Des rencontres entre le Directeur Général de l'Aviation Civile et l'Administrateur de la FAA pourront être organisées quand les deux parties le jugeront nécessaire. La date et le lieu en seront fixés par accord mutuel.

Article 2 - Comptes rendus d'exécution

Des comptes rendus d'exécution détaillés seront préparés pour chaque projet par les directeurs de projet. Chaque compte rendu comportera des informations sur les progrès réalisés, les ressources utilisées et le calendrier prévu pour les étapes ultérieures. Il donnera toute explication utile sur les difficultés et les retards rencontrés au cours de la période couverte, sans toutefois, reprendre les données techniques déjà fournies dans les comptes rendus précédents, et proposera des recommandations sur la poursuite, la réorientation ou l'arrêt du projet.

Les comptes rendus d'exécution seront présentés périodiquement depuis la mise en oeuvre effective du projet, et si nécessaire avant toute rencontre entre le Directeur Général et l'Administrateur.

Article 3 - Financement

Afin de mettre en oeuvre les dispositions du présent accord, la DGAC et la FAA supporteront chacun pour sa part le coût des travaux à réaliser pour chaque partie, suivant les tâches spécifiques identifiées dans les annexes techniques. Chaque partie financera les coûts de ses activités respectives effectuées au titre du présent accord de coopération. Toutes les activités entreprises au

titre des projets couverts par le présent accord de coopération sont soumises aux lois et règlements en vigueur dans chaque pays.

Article 4 - Echange de personnels

Les échanges de personnels techniques pour l'accomplissement des travaux décrits dans les annexes peuvent être effectués au titre du présent accord général. Les personnels ainsi mis en place seront régis par les lois et règlements respectifs des Gouvernements qui les emploient.

Article 5 - Dispositions couvrant l'échange de matériels

Il est envisagé que des échanges de matériels puissent être effectués au titre du présent accord général, au cours du déroulement des projets. Les matériels à échanger seront identifiés dans les annexes. Les dispositions suivantes s'appliqueront aux échanges :

A - La DGAC ou la FAA, en tant que prêteur, assurera, aux frais du prêteur, le transport de tout matériel à l'endroit désigné par l'emprunteur. Le prêteur spécifiera avant le transport la valeur de l'équipement. La FAA ou la DGAC en tant qu'emprunteur, recevra le matériel et le prendra en charge à compter de la livraison à l'endroit désigné. A la fin de la période d'utilisation ou à l'expiration du présent accord, le premier évènement faisant foi, l'emprunteur réexpédiera ledit matériel, aux frais de l'emprunteur, à l'endroit désigné par le prêteur.

B - L'emprunteur sera entièrement responsable de la mise en place, de l'installation, du fonctionnement, de la réparation et de l'entretien des matériels, y compris de la fourniture des pièces détachées.

C - L'emprunteur montera et utilisera les matériels conformément au programme indiqué dans l'annexe appropriée.

D - L'emprunteur s'engage à utiliser les matériels, à les entretenir et à les maintenir en état de fonctionnement au cours de la période de prêt, et à en réserver à tout moment l'accès au prêteur à des fins d'inspection.

E - En cas de perte ou de dommage de tout matériel échangé au titre du présent accord et identifié dans une annexe technique, l'emprunteur s'engage à indemniser le prêteur à hauteur de la valeur du matériel perdu ou endommagé.

Article 6 - Droits

A l'exception des cas imposés par la législation applicable, la DGAC et la FAA s'engagent à ne divulguer aucune information ou fourniture utilisée dans les travaux, ou en rapport avec le programme décidé, à une tierce partie autre que les contractants ou sous-contractants engagés dans la coopération, ni à en faire état en public, ni à l'imprimer ou la publier sans l'accord de l'autre partie. La FAA ne publiera pas, au titre de l'U.S. Freedom of International Act, l'information transmise par la DGAC ou son contractant qui a été classée comme privée, et qui tombe sous l'exemption n° 4 du Freedom Information Act relative à l'information privée. La FAA notifiera à la DGAC toute demande présentée au titre du Freedom Information Act et les deux parties débattront ensemble du caractère privé des informations en cause.

Article 7 - Durée

Le présent accord prendra effet dès signature par le Directeur Général de l'Aviation Civile et l'Administrateur de la FAA. Il peut être modifié à tout instant par accord mutuel du Directeur Général et de l'Administrateur ; il peut être annulé à tout instant à la demande de l'une ou l'autre des parties, avec préavis de 60 jours.

Article 8 - Approbation

La DGAC et la FAA approuvent les termes du présent accord de coopération, les signatures du Directeur Général de l'Aviation Civile et de l'Administrateur faisant foi.

L'Administrateur de la FAA

Le Directeur Général de l'Aviation Civile

PAPUA NEW GUINEA

Peace Corps

Agreement effected by exchange of notes
Signed at Washington October 6, 1980;
Entered into force October 6, 1980.
With related note.

The Director of the Peace Corps to the Papua New Guinean Minister of Foreign Affairs and Trade

Excellency:

I have the honour to refer to recent conversations between representatives of our two governments and to propose the following understanding with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who at the request of your government would live and work for periods of time in Papua New Guinea.

1. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of Papua New Guinea and approved by the Government of the United States to perform tasks agreed by both Governments. The volunteers will work under the immediate supervision of governmental organizations in programs designated by our two governments. The Government of the United States will provide training to enable the volunteers to perform effectively their agreed tasks.

2. The Government of Papua New Guinea will accord equitable treatment to the volunteers and their property; afford them full aid and protection including treatment no less favourable than that generally accorded to nationals of the United States residing in Papua New Guinea; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning such volunteers. The Government of Papua New Guinea will exempt the volunteers from taxation on the salaries and emoluments paid to them by the Peace Corps; from taxation on income derived from sources outside Papua New Guinea; from import duty and import levy on their personal property and household effects (excluding a motor vehicle) introduced into Papua New Guinea for their own use at or about the time of their arrival and up to six months after their arrival.

3. The Government of Papua New Guinea will exempt the Peace Corps from the payment of import duty and import levy in respect of vehicles, plant and equipment that are imported into or purchased in Papua New Guinea for the purpose of performing functions under this understanding.

4. The Government of Papua New Guinea will receive a representative of the Peace Corps and such staff of the representative as are acceptable to the Government of Papua New Guinea. The Government of Papua New Guinea will exempt such persons from taxation on the salaries and emoluments paid to them by Peace Corps, and from taxation on income

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derived from sources outside Papua New Guinea. The Government of Papua New Guinea will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of import duty and import levy on personal property introduced into Papua New Guinea for their own use as is accorded to volunteers herein together with the right to import for personal use a motor vehicle or within six months after the date on which they take up their posts in the country, purchase a motor vehicle for personal use free of import duty and import levy, provided, however, that should such a vehicle be sold or disposed of within a period of two years after the date of importation or purchase, the person concerned will pay import duty and import levy at the rate payable at the time of acquisition. The payment of such duty and levy is the sole and private responsibility of the person concerned.

5. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in Papua New Guinea as appear necessary or desirable for purpose of implementing this understanding. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honour to propose that if the foregoing is acceptable to your government, this note and your government's reply note concurring therein will constitute an understanding between our two governments which shall enter into force on the date of your government's note and will remain in force until ninety days after the date of the written notification from either government to the other of intent to terminate it.

Accept, Excellency, the renewed assurances of my highest consideration.

Richard F. Celeste

Richard F. Celeste
Director of Peace Corps

His Excellency
Mr. Noel Levi
Minister of Foreign Affairs
and Trade of the Independent
State of Papua New Guinea

The Papua New Guinean Minister of Foreign Affairs and Trade to the Director of the Peace Corps

PEACE CORPS UNDERSTANDING

I have the honour to refer to your note of October 6th 1980, proposing the following understanding with respect to the men and women of United States of America who volunteer to serve in Peace Corps and who at the request of your Government would live and work for periods of time in Papua New Guinea.

1 The Government of the United States will furnish such peace corps volunteers as may be requested by the Government of Papua New Guinea and approved by the Government of the United States to perform tasks agreed by both Governments. The Volunteers will work under the immediate supervision of Governmental organizations in programs designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform effectively their agreed tasks.

2 The Government of Papua New Guinea will accord equitable treatment to the Volunteers and their property, afford them full aid protection including treatment no less favourable than that generally accorded to nationals of the United States residing in Papua New Guinea, and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning such volunteers. The Government of Papua

New Guinea will exempt the Volunteers from taxation on the salaries and emoluments paid to them by the Peace Corps, from taxation on income derived from sources outside Papua New Guinea, from import duty and import levy on their personal property and household effects (excluding a motor vehicle) introduced into Papua New Guinea for their own use at or about the time of their arrival and up to six months after their arrival.

3 The Government of Papua New Guinea will exempt the Peace Corps from the payment of import duty and import levy in respect of vehicles, plant and equipment that are imported into or purchased in Papua New Guinea for the purpose of performing functions under this understanding.

4 The Government of Papua New Guinea will receive a representative of the Peace Corps and such staff of the representative as are acceptable to the Government of Papua New Guinea. The Government of Papua New Guinea will exempt such persons from taxation on the salaries and emoluments paid to them by the Peace Corps and from taxation on income derived from sources outside Papua New Guinea. The Government of Papua New Guinea will accord the Peace Corps representative and his staff the same treatment with respect to the payment of import duty and import levy on personal property introduced to volunteers herein together with the right to import for personal use a motor vehicle

or within six months after the date on which they take up their posts in the country. Purchase of a motor vehicle for personal use free of import duty and import levy, provided, however, that should such a vehicle be sold or disposed of within a period of two years after the date of importation or purchase, the person concerned will pay import duty and import levy at the rate payable at the time of acquisition. The payment of such duty and levy is the sole and private responsibility of the person concerned.

5 Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Papua New Guinea as appear necessary or desirable for purpose of implementing this understanding. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the honour to inform you that my Government after consideration of your proposal has accepted the foregone as constituting and understanding between the two governments which shall enter into force on October 6, 1980 and will remain in force until ninety days after the date of the return notification from either governments

to the other of intent to terminate it.

Accept, Mr Director, the assurances of my highest consideration.

W NOEL LEVI (MP)
MINISTER FOR FOREIGN AFFAIRS AND TRADE

October 6th, 1980

Richard Celeste
Peace Corps Director
Peace Corps
806 Connecticut Ave
Washington D.C. 20525

[RELATED NOTE]

MINISTER FOR FOREIGN AFFAIRS AND TRADE
PAPUA NEW GUINEA

Mr Director,

I have the honour to refer to the exchange of notes between the Government of Papua New Guinea and the Government of United States of America on October 6th 1980, regarding the establishment of the Peace Corps program and to state the following with regard to (taxation and other charges) privileges and immunities.

Until the necessary domestic legislation is enacted, the intention of the understanding with respect to exemption from taxation on income derived from sources outside Papua New Guinea will be honoured administratively.

Individuals who are under contract to Peace Corps to provide training, programming and other services will be eligible for designated aid status as provided for in the aid (privileges and immunities) Act 1977.

There are no deposit requirements, currency controls or taxes on the conversion of currency which would apply to funds introduced into Papua New Guinea by the Government of the United States in connection with Peace Corps activities. Consequently, these funds will be freely

convertible into the currency of Papua New Guinea at the rate of exchange prevailing at the time. The Government of the United States is assured that no such measures are contemplated at the present time. Should a change of policy be proposed in this respect, immediate negotiations between the parties will take place, and sympathetic consideration will be given by the Government to waiving such requirements in respect of the Peace Corps.

With respect to charges other than import levies or import duties such as immigration fees, which might be levied on personnel or volunteers of the Peace Corps, the Government of the United States is assured that no such measures are contemplated at the present time. Should a change of policy be proposed in this respect, immediate negotiations between the parties will take place and sympathetic consideration will be given by the Government of Papua New Guinea to waiving such requirements in respect of the Peace Corps.

Accept, Mr Director, the assurances of my highest consideration.

W NOEL LEVI (MP)
MINISTER FOR FOREIGN AFFAIRS AND TRADE

October 6th, 1980

Richard Celeste
Peace Corps Director
Peace Corps
806 Connecticut Ave
Washington D.C. 20525

CANADA

Saint Lawrence Seaway: Tariff of Tolls

Agreement amending and supplementing the agreement of March 9, 1959, as amended and supplemented.
Effected by exchange of notes
Signed at Washington October 7, 1980;
Entered into force October 7, 1980.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

October 7, 1980

Excellency:

I have the honor to refer to the discussions which have taken place between officials of the St. Lawrence Seaway Authority of Canada and the Saint Lawrence Seaway Development Corporation of the United States regarding the establishment of a system of operational surcharges in connection with closing of the navigational season on the St. Lawrence Seaway.

These discussions resulted, on October 25, 1979, at Ottawa, Ontario, Canada, in the signature by the Administrator of the Saint Lawrence Seaway Development Corporation and the President of the St. Lawrence Seaway Authority of the attached Memorandum of Agreement. The Memorandum of Agreement, together with the annex attached thereto, sets forth operational surcharges to be incorporated into the Tariff of Tolls of the St. Lawrence Seaway Memorandum of Agreement of January 29, 1959, which was annexed to the Exchange of Notes between our two Governments of March 9, 1959 and amended in 1964, 1967, 1972, and 1978.[1] The operational surcharges are designed for use by the respective Seaway entities in order to encourage the orderly and timely exit of vessels prior to the close of the navigation season.

His Excellency

Peter M. Towe,

Ambassador of Canada.

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[1] TIAS 4192, 5117, 5608, 6236, 7408, 9003; 10 UST 323; 13 UST 1763; 15 UST 1390; 18 UST 321; 23 UST 1304; 29 UST 3165.

I have the honor to propose that the clearance date for a given navigation season will be announced during the season but no later than July 1. If conditions warrant, the clearance date may subsequently be changed upon the agreement of the Authority and the Corporation. The operational surcharge may be suspended in whole or in part upon the agreement of the Authority and the Corporation, provided, however, that such suspensions may not be granted on an individual vessel basis.

I have the further honor to propose that this note and the attached Memorandum of Agreement, if such meets with the approval of your Government, together with your note in reply indicating such concurrence, shall constitute an Agreement between our two Governments effective on the date of your reply.

Upon entry into force, this Agreement shall amend and supplement the Agreement governing tolls on the St. Lawrence effected by the Exchange of Notes of March 9, 1959, as previously amended.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Sharon E. Ahmad [1]

Enclosure:

Memorandum of Agreement, with Annex.

[1] Sharon E. Ahmad.

MEMORANDUM OF AGREEMENT between the St. Lawrence Seaway Authority, hereinafter referred to as "Authority" and the Saint Lawrence Seaway Development Corporation, hereinafter referred to as "Corporation," respecting the Memorandum of Agreement between the parties dated January 29, 1959, as amended, hereinafter referred to as the "Agreement" and the St. Lawrence Seaway Tariff of Tolls.

- - - - - -

The Authority and the Corporation, recognizing the importance of preventing vessel traffic congestion conditions during the closing of the navigation season on the Montreal-Lake Ontario section of the Seaway, have agreed to recommend to their respective governments that existing operational surcharges designed to encourage the timely and orderly exit of vessels prior to the close of navigation be incorporated into the existing Agreement and Tariff of Tolls.

This is to be accomplished by the addition of the following modification to the Agreement:

1. THAT a new section 8 of the Agreement be added as follows:

"8. THAT the Authority and the Corporation may annually designate a date certain to be known as the "clearance date" for the Montreal-Lake Ontario section of the Seaway after which no vessel will be permitted to transit unless it pays the operational surcharge set forth in the Tariff of Tolls. Once a clearance date has been designated, it can be changed only with the concurrence of both the Authority and the Corporation. Furthermore, the operational surcharge may be suspended in whole or part upon the agreement of the Authority and the Corporation.

2. THAT the Tariff of Tolls for the St. Lawrence Seaway be modified by the addition of paragraph 6 as annexed hereto.

3. THAT the terms and conditions of the Agreement, except as herein modified shall continue to remain in full force and effect.

THE ST. LAWRENCE SEAWAY AUTHORITY

[1]

President

SAINT LAWRENCE SEAWAY DEVELOPMENT CORPORATION

[2]

Administrator

Executed at Ottawa, Ontario, Canada

this 25th day of October, 1979.

[1] Paul D. Normandeau.
[2] David W. Oberlin.

[ANNEX]

ST. LAWRENCE SEAWAY TARIFF OF TOLLS

Post-Clearance Date Operational Surcharges

6. If the Authority and the Corporation so determine, they may establish a clearance date for the transit of the Montreal-Lake Ontario section. Each vessel which does not comply with the conditions announced by the Authority and the Corporation in establishing the clearance date may be required to pay in dollars an operational surcharge as follows:

(a) Vessels reporting during the 24 hour period immediately following the clearance date: 20,000.00

(b) Vessels reporting more than 24 hours late, but less than 48 hours after the clearance date: 40,000.00

(c) Vessels reporting more than 48 hours late, but less than 72 hours after the clearance date: 60,000.00

(d) Vessels reporting more than 72 hours late: 80,000.00

Assessed operational surcharges will be prorated on a per lock basis. Surcharges representing transit through U.S. locks will be for the account of the Corporation and payable in U.S. funds and surcharges representing transit through Canadian locks will be for the account of the Authority and payable in Canadian funds.

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

Washington, October 7, 1980.

No. 503

Sir,

I have the honour to refer to your Note of October 7, 1980 which refers to the conclusion of discussions between officials of our two Governments concerning the establishment of a system of operational surcharges in connection with the closing of the navigation season of the St. Lawrence Seaway, under the jurisdiction of the St. Lawrence Seaway Authority in Canada and the St. Lawrence Seaway Development Corporation in the United States, and to the signature by the two Seaway entities of the Memorandum of Agreement attached to your Note.

I have the further honour to inform you that these proposals are acceptable to the Government of Canada and to confirm that your Note, together with the attached Memorandum of Agreement, and this reply, which is authentic in English and French, shall constitute an Agreement between our two Governments which shall enter into force on the date of this Note.

Accept, Sir, the renewed assurances of my highest consideration.

Peter M. Towe
Ambassador of Canada

The Secretary of State,
Washington, D. C.

French Text of the Canadian Note

Canadian Embassy — Ambassade du Canada

Washington, le 7 octobre 1980.

no 503

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me reporter à votre Note en date du 7 octobre 1980, relative à la conclusion des entretiens qui ont eu lieu entre les fonctionnaires de nos deux gouvernements concernant la mise en place d'un systeme de droits supplémentaires d'exploitation en rapport avec la clôture de la saison de navigation sur la voie maritime du Saint Laurent, sous la juridiction de l'Administration de la Voie maritime du Saint Laurent, au Canada, et de la St. Lawrence Seaway Development Corporation, aux Etats-Unis, et à la signature, par ces deux organismes, du mémoire d'entente annexé à votre Note.

J'ai également l'honneur de vous informer que le Gouvernement du Canada souscrit à ces propositions et de confirmer que votre Note, ainsi que le mémoire d'entente qui y est annexé, et la présente réponse dont les versions française et anglaise font également foi, constituent, entre nos deux gouvernements, un accord qui entrera en vigueur à la date même de la présente Note.

Je vous prie d'agréer, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

L'Ambassadeur du Canada

Canadian Embassy — Ambassade du Canada — WASHINGTON

Peter M. Towe

Le Secrétaire d'Etat,
Washington, D. C.

TIAS 9883

MEXICO

Narcotic Drugs: Salary Supplements

Agreement amending the agreement of April 25, 1980.
Effected by exchange of letters
Signed at Mexico October 10, 1980;
Entered into force October 10, 1980.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D.F.

October 10, 1980

His Excellency
Licenciado Oscar Flores
Attorney General of the Republic
E.C. Lazaro Cardenas No. 9
México, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,119,000.00 the funding provided by our exchange of letters dated April 25, 1980.[1] It is further understood that the purpose of these funds is for opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase "One Million, Four Hundred and Thirty Thousand Dollars (U.S. $1,430,000)" in the second paragraph of our letter dated April 25, 1980, and substitute therefor the phrase, "Two Million, Five Hundred and Forty-nine Thousand Dollars (U.S. $2,549,000)."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John A. Ferch
Chargé d'Affaires, a.i.

[1] TIAS 9772; *ante,* p. 1324, amending the agreement of Dec. 3, 1979 (TIAS 9696; 31 UST 5819).

The Mexican Attorney General to the American Chargé d'Affaires ad interim

FORMA C.G.-1 A

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., octubre 10 de 1980.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,119,000 los fondos proporcionados por medio de nuestra carta fechada 25 de abril de 1980. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la interceptación de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase, "Un Millón, Cuatro Cientos Treinta Mil Dólares - - - (U.S. $1,430,000)," en el segundo párrafo de nuestra carta de fecha 25 de abril de 1980 y substituir la frase, "Dos millones, Quinientos Cuarenta y Nueve Mil Dólares (U.S. $2,549,000).".

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México

para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

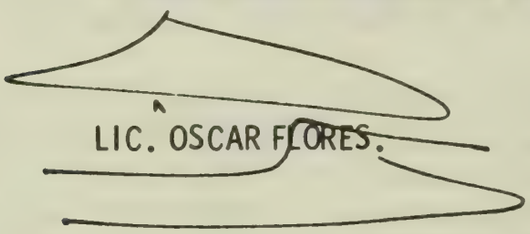
Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.



LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney General

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Mexico, D.F., October 10, 1980

Dear Mr. Ferch:

I take pleasure in replying to your letter of October 10, 1980 which, translated into Spanish, reads as follows:

[For the English language text, see p. 2902.

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Oscar Flores

Oscar Flores
Attorney General of the Republic

PANAMA

Shipping: Jurisdiction Over Vessels in United States Deepwater Ports

Agreement effected by exchange of notes
Signed at Washington August 15 and October 10, 1980;
Entered into force October 10, 1980.

The Secretary of State to the Panamanian Appointed Ambassador

August 15, 1980

Excellency:

I have the honor to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deepwater ports off the coast of the United States and the jurisdictional requirements of the United States Deepwater Port Act of 1974,[1] and to confirm that the two governments are in agreement that vessels registered in or flying the flag of Panama and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deepwater Port Act of 1974 for the purposes stated therein, shall whenever they may be present within the safety zone of such deepwater port, be subject to the jurisdiction of the United States and Panama on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of Panama that this agreement shall not apply to vessels registered in or flying the flag of Panama merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

His Excellency

Juan Jose Amado,

Appointed Ambassador of Panama.

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[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

If the foregoing is acceptable to your Government, I have the honor to propose that this note, together with your reply thereto, shall constitute an Agreement between our two Governments, to enter into force upon the date of your reply to that effect, and to remain in force until terminated by six months' written notice by either party to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

B. Boyd Hight

The Panamanian Chargé d'Affaires ad interim to the Secretary of State

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

E. P. E. U. A. 2270-D

10 de octubre de 1980

Excelencia:

Tengo el honor de referirme a vuestra nota del 15 de agosto de 1980, cuyos términos son los siguientes:

"Tengo el honor de referirme a las conversaciones que han tenido lugar entre los representantes de nuestros dos Gobiernos en relación con el establecimiento de puertos de aguas profundas en las afueras de las costas de los Estados Unidos y a los requisitos jurisdiccionales de la ley estadinense de 1974 sobre Puertos de Aguas Profundas. Le confirmo que ambos Gobiernos están de acuerdo en que los buques que se encuentran registrados en la República de Panamá o que enarbolen la bandera panameña y el personal a bordo de tales buques que utilicen el Louisiana Offshore Oil Port (LOOP, Inc.), una instalación portuaria de aguas profundas establecidas conforme a la Ley de 1974 sobre Puertos de Aguas Profundas para los fines allí estipulados, cuando quiera que se encuentren dentro de la zona de seguridad de dicho puerto de aguas profundas, están sujetos a la jurisdicción de los Estados Unidos y de la República de Panamá, sobre la misma base que cuando están en puertos costeros de los Estados Unidos.

"Es el entendimiento del Gobierno de la República de Panamá y de los Estados Unidos que este acuerdo no se aplicará a buques registrados en la República de Panamá o que enarbolen la bandera panameña que meramente pasen a través de la zona de seguridad de Louisiana Offshore Oil Port sin entrar al puerto o sin utilizarlo de otra manera.

"Si lo anterior fuere aceptable para vuestro Gobierno, tengo el honor de proponer que esta nota, junto con vuestra respuesta a la misma, constituya un acuerdo entre nuestros dos Gobiernos que entre en vigencia en la fecha de vuestra respuesta con ese propósito y que este acuerdo permanezca en vigencia hasta cuando sea terminado mediante un aviso escrito, con seis meses de anticipación, por cualquiera de las Partes a la otra.

Acepte, Excelencia, las seguridades renovadas de mi mayor consideración".

Tengo el honor de declarar que el Gobierno de la República de Panamá está de acuerdo con este arreglo y considerará que vuestra nota y esta respuesta constituye un acuerdo entre nuestros respectivos Gobiernos sobre estos asuntos.

Ruego a Vuestra Excelencia acepte las seguridades renovadas de mi más alta consideración.

Dr. Antonio Correa
Encargado de Negocios a.i.

A Su Excelencia
Edmund S. Muskie
Secretario de Estado
Washington, D.C.

English Text of the Panamanian Note

EMBAJADA DE PANAMA
WASHINGTON, D. C. 20008

E. P. E. U. A. 2270-D

October 10, 1980

Excellency:

I have the honour to acknowledge receipt of your note of August 15 of 1980, the terms of which are as follows:

"I have the honour to refer to the discussions which have taken place between representatives of our two Governments in connection with the establishment of deep water ports off the cost of the United States and the jurisdictional requirements of the United States Deep Water Port Act of 1974, and to confirm that the two Governments are in agreement that vessels registered in or flying the flag of Panama and the personnel on board such vessels utilizing the Louisiana Offshore Oil Port (LOOP, Inc.), a deepwater port facility established under the Deep Water Port Act of 1974 for the purposes stated therein shall, whenever they may be present within the safety zone of such deep water port, be subject to the jurisdiction of the United States and Panama, on the same basis as when in coastal ports of the United States.

It is the understanding of the Government of the United States and of the Government of Panama that this agreement shall not apply to vessels registered in or flying the flag of Panama merely passing through the safety zone of the Louisiana Offshore Oil Port without calling at or otherwise utilizing the port.

If the foregoing is acceptable to your Government, I have the honour to propose that this Note, together with your reply thereto, shall constitute

an agreement between our two Governments, to enter into force upon receipt of your reply to that effect, and to remain in force until terminated by six months written notice by either party to the other.

Accept, Excelency, the renewed assurances of my highest consideration".

I have the honour to state that the Panama Government agrees to this arrangment and will regard your Note and this reply as constituing an agreement between our respective Government on these matters.

Accept, Excellency, the assurances of my highest consideration.

Dr. Antonio Correa
Charge d'Affaires a.i.

Excellency
Edmund S. Muskie
Secretary of State
Washington, D.C.

THAILAND

Protection of Refugees

Agreement effected by exchange of notes
Signed at Bangkok September 30, 1980;
Entered into force September 30, 1980.

The American Ambassador to the Thai Acting Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

September 30, 1980

His Excellency
Mr. Arun Panupong
Acting Minister of Foreign Affairs
Ministry of Foreign Affairs
Bangkok

Excellency:

I have the honor to refer to recent discussions between the Embassy and officials of the Government of Thailand concerning a program to deter pirates in the Gulf of Thailand. In pursuance of these discussions, I have the honor to propose the following measures:

A. The Government of the United States will make available to the Government of Thailand $2 million in fiscal year 1980 for the costs as follows:

--Approximately $880,000 for the repair and refurbishing, to the extent feasible through United States sources, of a Coast Guard Cutter now in the Government of Thailand inventory of ships;

--Approximately $168,000 for the operating costs of the Coast Guard Cutter;

--Approximately $163,000 for the purchase of radios from United States sources and to pay for various support activities;

--Approximately $514,000 for the purchase of two O-2 patrol aircraft from United States sources;

--Approximately $146,486 for the operating costs of patrol aircraft associated with the program;

--The balance of approximately $100,000 to cover any increase in costs of the above items due to inflation and for other unforeseen costs associated with the program. Balances not necessary for one or more of these items as estimated above may be applied to any of the other items as necessary.

B. Details of carrying out the program will be the subject of further exchanges of correspondence between the Embassy and the Government of Thailand which will cover, inter alia, provision of appropriate assistance to distressed boat refugees in the Gulf of Thailand and provision of Thai Government aircraft and ships to patrol the Gulf of Thailand until the O-2 aircraft have been received in Thailand and are put into operation and other necessary arrangements completed.

C. Any vessel repaired and refurbished, and any aircraft procured, with funds under this agreement shall be used for the agreed program to combat pirates in the Gulf of Thailand, and any other use shall be subject to prior consultation with the United States for as long as this program remains in effect.

If the foregoing is acceptable to you, I propose that this letter and Your Excellency's reply in return will constitute an agreement between our two countries for an anti-piracy program, based on the understanding that disbursements will depend on mutual agreement on the details of the program as referred to in paragraph B above. Accept, Excellency, the renewed assurances of my highest consideration.

Morton I. Abramowitz
American Ambassador

The Thai Deputy Minister of Foreign Affairs to the American Ambassador

No. 0605/56934

Ministry of Foreign Affairs,
Saranrom Palace.

30 September B.E. 2523

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to recent discussions between the Embassy and officials of the Government of Thailand concerning a program to deter pirates in the Gulf of Thailand. In pursuance of these discussions, I have the honor to propose the following measures:

A. The Government of the United States will make available to the Government of Thailand $2 million in fiscal year 1980 for the costs as follows:

- -Approximately $880,000 for the repair and refurbishing, to the extent feasible through United States sources, of a Coast Guard Cutter now in the Government of Thailand inventory of ships;

- -Approximately $168,000 for the operating costs of the Coast Guard Cutter;

- -Approximately $163,000 for the purchase of radios from United States sources and to pay for various support activities;

- -Approximately $514,000 for the purchase of two O-2 patrol aircraft from United States sources;

- -Approximately $146,486 for the operating costs of patrol aircraft associated with the program;

His Excellency
Mr. Morton I. Abramowitz
Ambassador of the United States of America,
BANGKOK.

-- -The balance of approximately $100,000 to cover any increase in costs of the above items due to inflation and for other unforeseen costs associated with the program. Balances not necessary for one or more of these items as estimated above may be applied to any of the other items as necessary.

B. Details of carrying out the program will be the subject of further exchanges of correspondence between the Embassy and the Government of Thailand which will cover, inter alia, provision of appropriate assistance to distressed boat refugees in the Gulf of Thailand and provision of Thai Government aircraft and ships to patrol the Gulf of Thailand until the O-2 aircraft have been received in Thailand and are put into operation and other necessary arrangements completed.

C. Any vessel repaired and refurbished, and any aircraft procured, with funds under this agreement shall be used for the agreed program to combat pirates in the Gulf of Thailand, and any other use shall be subject to prior consultation with the United States for as long as the program remains in effect.

If the foregoing is acceptable to you, I propose that this letter and Your Excellency's reply in return will constitute an agreement between our two countries for an anti-piracy program, based on the understanding that disbursements will depend on mutual agreement on the details of the program as referred to in paragraph B above."

In reply, I have the honour to state that the foregoing proposals are acceptable to the Royal Thai Government and that the present Note and Your Excellency's Note under reply constitute an agreement between the United States and the Royal Thai Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Arun Panupong

(Arun Panupong)
Deputy Minister of Foreign Affairs
Acting Minister of Foreign Affairs

TIAS 9886

18-256 O - 85 - 14

PEOPLE'S REPUBLIC OF CHINA

Parcel Post

Agreement, with detailed regulations, signed at Washington October 9, 1980;
Approved and ratified by the President of the United States of America November 11, 1980;
Entered into force November 8, 1980.

PARCEL POST AGREEMENT

BETWEEN

THE POSTAL SERVICE OF

THE UNITED STATES OF AMERICA

AND

THE MINISTRY OF POSTS AND TELECOMMUNICATIONS OF

THE PEOPLE'S REPUBLIC OF CHINA

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Preamble

Being desirous of promoting the development of the economic and cultural relations between the two countries, the Postal Service of the United States of America and the Ministry of Posts and Telecommunications of the People's Republic of China, by virtue of the authority vested in them, have concluded the following Agreement:

Article 1. Purpose of the Agreement

1. The Agreement shall govern the exchange of parcels between areas for which the postal administrations of the United States of America and the People's Republic of China exercise parcel post responsibilities.

2. Both administrations agree to establish a service for the exchange and transit of ordinary and insured parcels between the two countries.

3. Both administrations agree to maintain the exchange and transit services of ordinary and insured parcels by surface and air.

Article 2. Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement;

2. Chapters, articles, and sections - chapters, articles, and sections of this Agreement, except in the case of articles when the context indicates a reference to an article inserted or which can be inserted into a parcel;

3. Convention - The Universal Postal Convention[1] enacted by the Congress of the Universal Postal Union from time to time and adopted by the countries signatory to this Agreement;

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union (UPU) from time to time and adopted by the countries signatory to this Agreement;

5. Exchange office - an international parcel post exchange office;

6. Gold franc - the postal monetary standard established in the Constitution of the Universal Postal Union as amended from time to time; provided, however, that the administrations may agree by correspondence to adopt any monetary standard replacing the gold franc which may be established by the Universal Postal Union and any amounts or rates established in gold francs under this Agreement shall be converted into the new standard on a directly proportionate basis;

7. Ordinary parcel - an uninsured parcel;

8. Office of origin - the post office which receives the parcel from the sender;

9. Office of destination - the post office serving the destination address;

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

10. References to the regulations of either administration or to the internal legislation of either country are to the general regulations or legislation governing that matter which are applicable regardless of the country of origin;

11. Service - the service for the exchange and transit of parcels established by this Agreement.

Part I. Charges and Fees

Article 3. Composition of the Charges and Fees

1. The charges and fees which administrations are authorized to collect from the senders and addressees of parcels shall be made up of the principal charges in article 4 and, where appropriate, of:

(a) the air charges mentioned in article 5;

(b) the supplementary charges mentioned in articles 6 and 7;

(c) the charges and fees mentioned in article 19, section 5;

(d) the non-postal fees mentioned in article 8.

Article 4. Principal Charges

1. Each administration shall fix the principal charges to be collected from senders.

2. The principal charges shall be closely linked with the rates and dues referred to in articles 31 through 35.

Article 5. Air Charges

1. Each administration shall fix the charges to be collected from the sender for forwarding parcels by air.

2. Air charges shall be uniform for the whole of the territory of a country of destination whatever the routing used.

Article 6. Insured Parcels

The charges on insured parcels established by the internal regulations of the administration of origin shall be collected from the sender in advance.

Article 7. Supplementary Charges

Administrations shall be authorized to collect the following supplementary charges:

(a) charge for presentation to Customs to be collected by the administration of origin in accordance with its internal regulations; as a general rule the charge shall be collected from the sender at the time of posting of the parcel;

(b) charge for presentation to Customs and for collection of customs duty to be collected by the administration of destination; the charge shall be collected at the time of delivery of the parcel to the addressee;

(c) storage charge on each parcel which has not been taken possession of within the prescribed period; this charge shall be collected by the administration which effects the delivery or return, on behalf of

the administration in whose service the parcel has been kept beyond the prescribed period;

(d) advice of delivery charge, to be collected when the sender asks for an advice of delivery in accordance with article 16;

(e) inquiry charge, mentioned in article 24;

(f) charge for a request for withdrawal from the post or alteration of address;

(g) charge for a certificate of mailing, to be collected when a sender asks for a certificate of mailing for an ordinary parcel;

(h) charge for the return of a parcel to origin which may be collected by the administration of origin from the sender for internal handling and delivery.

Article 8. Non-Postal Fees

1. The administration of destination shall be authorized to collect, from the addressee, the customs duty and other non-postal fees payable on each item delivered in the country of destination.

2. Each administration shall ensure that the customs duty and other non-postal fees are canceled in the case of a parcel:

(a) returned to origin;

(b) redirected to a third country;

(c) abandoned by the sender; or,

(d) lost in its service or destroyed because of total damage of the contents.

Part II. Operation of the Service

Chapter I. Acceptance Requirements

Article 9. Conditions of Acceptance

In order to be accepted in the service, each parcel shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender;

(c) satisfy the conditions of weight and size fixed under article 11;

(d) be prepaid with respect to all the charges required by the office of origin, either by means of postage stamps or by any other method authorized by the regulations of the administration of origin; and,

(e) contain no articles which come within the prohibitions in article 10 or the prohibitions applicable in one or more of the administrations called upon to take part in its transmission.

Article 10. Prohibitions

1. The insertion of the following articles is prohibited in all parcels:

(a) articles which, by their nature or their packing, may expose officials to danger, or soil or damage other parcels or postal equipment;

(b) documents having the character of current and personal correspondence, except an unsealed document, reduced to its essential elements and relating solely to the goods being conveyed: for example, the invoice, or the delivery bill;

(c) live animals;

(d) explosive, flammable, or other dangerous substances;

(e) obscene or immoral articles; and,

(f) articles of which the importation or circulation is prohibited in the country of destination.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as prohibitions or restrictions governing the entry or transit of postal items in its service.

3. The insertion of the following articles is prohibited in uninsured parcels: coins, banknotes, currency notes, securities of any kind payable to bearer, platinum, gold or silver (manufactured or not), precious stones, jewels, and other valuable articles.

Article 11. Limits of Size and Weight

1. A parcel sent by parcel post: (a) shall not exceed 1.05 meters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and (b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size and weight limits established in section 1; however, the maximum weight limit shall in no event be increased in excess of 30 kilograms.

Article 12. Treatment of Parcels Wrongly Accepted

1. When a parcel containing a prohibited article listed in section 1 of article 10 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence; however, a parcel containing a prohibited article listed in subsections (d) or (e) of article 10, section 1, shall in no circumstances be forwarded to its destination, delivered to the addressee, or returned to origin.

2. When a parcel contains a single item of correspondence prohibited by section 1 (b) of article 10, the correspondence shall be fowarded subject to the collection of the postage required under the internal regulations of the administration establishing its presence, and the parcel shall not be returned to origin on this account.

3. When a wrongly accepted parcel is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the parcel has been dealt with and of the restriction or prohibition which required such treatment.

4. The return to origin of a wrongly accepted parcel shall be free of charge to the administration of origin.

Article 13. Sender's Instructions at the Time of Posting

1. At the time of posting of a parcel, the sender shall be required to indicate the treatment to be given in case of non-delivery.

2. One of the following instructions only may be given:

(a) return to the sender;

(b) deliver to an alternate addressee; or,

(c) abandon the parcel.

3. If no instruction has been given, or if the instruction on the parcel is defaced, the parcel shall be treated as provided in article 17, section 3.

Article 14. Insured Parcels

1. The following rules shall govern the insured value of insured parcels:

(a) each administration shall limit the insured value of each insured parcel to an amount which may not exceed 1,000 gold francs; and,

(b) a sender should be permitted to insure only part of the actual value of the contents of a parcel, but may not insure a parcel for more than the actual value of its contents.

2. Fraudulently placing insurance for a value greater than the actual value of the parcel may be subject to any legal proceedings prescribed by the internal legislation of the country of origin for such frauds.

3. A fraudulent insurance claim may be subject to any legal proceedings prescribed by the internal legislation of the country in which the claim is made.

4. A receipt shall be handed over free of charge to each sender of an insured parcel at the time of posting.

Chapter II. Conditions of Delivery and Redirection

Article 15. General Rules for Delivery; Period of Retention

1. As a general rule, each parcel shall be delivered to the addressee as soon as possible according to the regulations of the administration of destination for the delivery of parcels in its service.

2. When an addressee has been notified of the arrival of a parcel, it shall be held at his disposal for the period of retention provided by the internal regulations of the administration of destination, which retention period shall not exceed 60 days.

Article 16. Advice of Delivery

1. The sender of an insured parcel may request an advice of delivery on payment at the time of posting of the charge established in article 7(d).

2. There shall be no inquiry charge for an inquiry by the sender about an advice of delivery which has not been received within a normal period.

Article 17. Return to Origin of Undeliverable Parcels

1. A parcel refused by an addressee shall be returned immediately to the administration of origin.

2. An undeliverable insured parcel shall be returned as an insured parcel.

3. After the expiration of the retention period for parcels established under article 15, each undeliverable parcel shall be returned to the administration of origin if the sender has given none of the instructions prescribed by article 13, or if such instructions have been defaced.

4. Neither administration shall assess any rates or charges against the other administration for the return of parcels to origin.

Article 18. Abandonment by the Sender of an Undelivered Parcel

1. If the sender has instructed under article 13, section 2(c), that a parcel which it has not been possible to deliver to the addressee should be treated as abandoned, that parcel shall be treated by the administration of destination according to its internal regulations.

2. Neither administration shall make any claim against the other for such parcels.

Article 19. Redirection in Consequence of Change of Address by the Addressee, Delivery to an Alternate Addressee, or of the Alteration of an Address

1. If an addressee has changed his address, an address is altered under article 23, or a sender has requested delivery to an alternate addressee under article 13, section 2, a parcel may be redirected either within the country of destination or out of that country.

2. A parcel may be redirected within the country of destination at the request of the sender, at the request of the addressee, or automatically if the regulations of that country permit.

3. A parcel may be redirected out of the country of destination only at the request of the sender or of the addressee; in this case the parcel may be transmitted only in compliance with the conditions prescribed by the new country of destination and intermediate countries for such further transmission.

4. The sender may forbid any redirection.

5. For the first and any subsequent redirection of each parcel, the following may be collected:

(a) the charges authorized by the internal regulations of the administration of destination for redirection of parcels generally in the case of redirection within the country of destination; or,

(b) the rates referred to in articles 31 through 35 which are entailed in the further transmission, in the case of redirection out of the country of destination; and,

(c) the charges and fees referred to in Part I which the administration of destination does not agree to cancel.

6. The rates and charges assessed pursuant to section 5 may be collected from the addressee.

Article 20. Parcels Arriving Out of Course and to be Redirected

1. Each parcel arriving out of course as a result of an error on the part of the sender or the dispatching administration shall be redirected to its proper destination by the most direct route used by the administration which has received the parcel.

2. Each air parcel arriving out of course shall be redirected by air.

3. Each parcel redirected in application of this article shall be subject to the rates for forwarding to its proper destination and the rates and charges mentioned in article 19, section 5(c).

4. These rates and charges shall be collected from the administration of origin, which administration may collect them from the sender if misdirection was a result of an error by the sender.

Article 21. Return to Origin in Consequence of a Suspension of Service

The return of a parcel to its origin in consequence of a suspension of service shall be free of charge. The unallocated rates collected for the outbound journey may be returned to the sender.

Chapter III. Special Provisions

Article 22. Parcels Containing Items Whose Early Deterioration or Decay is Expected

If the early deterioration or decay of a parcel's contents may reasonably be expected, these contents may be sold immediately on behalf of the sender, even in the course of their transmission on either the outward or the return journey, without prior notice or legal formality. If for any reason their sale is impossible, such contents shall be destroyed.

Article 23. Withdrawal from the Post; Alteration or Correction of Address

1. The sender of a parcel may, in accordance with the provisions of the Convention governing requests for withdrawal from the post or alteration or correction of address, ask for its return to origin or ask to have its address altered or

corrected, provided he pays the charge fixed pursuant to article 7(f) of this Agreement.

2. Such requests must be transmitted to a post office specifically designated by each administration to receive such requests.

3. Each administration shall designate and maintain at least one such office.

Article 24. Inquiries

1. Each administration shall accept inquiries relating to any parcel addressed to a person within its territory which was posted in the service of the other administration.

2. An inquiry shall be accepted only within a period of a year from the day after that on which the parcel was posted.

3. If the inquiry relates to several parcels of the same category posted at the same time at the same office by the same sender and addressed to the same addressee and sent by the same route, the charge shall be collected only once.

4. Unless the sender has paid in full the advice of delivery charge prescribed in article 7(d), each inquiry may be subject to the collection of the "inquiry" charge established by article 7(e).

Part III. Liability

Article 25. Principle and Extent of Liability of Postal Administrations

1. The administrations shall be liable for any loss of, theft from, or damage to an insured parcel, except as provided in article 26. The administrations shall not be liable for any loss of, theft from, or damage to an ordinary parcel.

2. For insured parcels, the sender shall be entitled (subject to Section 4 of this article) to an indemnity not exceeding the insured value, in gold francs, of the articles lost, stolen, or damaged. No indemnity shall be paid for any loss of profits or other indirect or consequential losses. The indemnity shall be calculated according to the current price, converted into gold francs, of goods of the same kind at the place and time at which the parcel was accepted for conveyance; if there is no market price to serve as reference, the indemnity shall be calculated according to the ordinary value of goods whose value is assessed on the same basis.

3. When an indemnity is due for the loss, theft, or complete damage of an insured parcel, the sender shall also be entitled to the repayment of the charges paid with the exception of the insurance charge.

4. The sender shall be entitled to waive his rights as prescribed in section 2 in favor of the addressee or a third party. Satisfactory written evidence of such waiver must be provided by the party asserting the existence of the waiver before the indemnity will be paid.

Article 26. Non-Liability of Postal Administrations

1. Administrations shall cease to be liable for insured parcels which they have delivered according to the conditions set forth in their internal regulations for items of the same kind. Liability shall, however, be maintained:

(a) when theft or damage is discovered either before delivery or at the time of delivery of an insured parcel or when, internal regulations permitting, the addressee, or the sender if the parcel is returned to origin, makes reservations in taking delivery of an insured parcel which has been rifled or damaged; or,

(b) if internal regulations permit, although the parcel has been delivered, when the addressee or, in the case of return to origin, the sender, notifies the delivery administration without delay that he has found theft or damage and proves that such theft or damage did not occur after delivery.

2. The administrations shall not be liable:

(a) for the loss, theft, or damage of an insured parcel:

(i) in case of force majeure: the administration in whose service the loss, theft or damage occurred shall decide, according to the laws of its country, whether the loss, theft, or damage was due to circumstances amounting to a case of force majeure; these circumstances shall be communicated to the administration of origin if it so requests;

(ii) when an administration cannot account for a parcel owing to the destruction of official records by force majeure, provided that proof of its liability has not been otherwise produced;

(iii) when the damage has been caused by the fault or negligence of the sender or arises from the nature of the contents of the parcel;

(iv) in the case of a parcel which has been fraudulently insured for a sum greater than the actual value of its contents;

(v) when the sender has made no inquiry within the period prescribed in article 24, section 2;

(b) for a parcel seized under the legislation of the country of destination of which the origin administration has been advised under article 10, section 2;

(c) for a parcel confiscated or destroyed by an appropriate authority in the case of a parcel whose contents fall within one or more of the prohibitions specified in article 10, sections 1(a), and (c)-(f).

3. Each administration, when providing transit services for insured parcels originating in or destined to the other administration, shall not be liable for the loss, theft, or damage of such transit parcels; however, the administrations may accept liability for such parcels by mutual consent by way of correspondence.

4. Liability for insured parcels which are redirected to a third country by the administration of destination at the request of the sender or addressee shall be limited to the indemnity recoverable from the third country.

5. Postal administrations shall not be liable for customs declarations, in whatever form these are made, nor for decisions made by the Customs on examination of parcels submitted to customs control.

Article 27. Determination of Liability between the Administrations

1. Until the contrary is proved, liability shall rest with the administration which, having received an insured parcel without making a reservation and being furnished with all the prescribed means of inquiry, cannot prove either delivery to the addressee or, where appropriate, correct transfer to another administration.

2. If the loss, theft, or damage occurs in the course of conveyance without it being possible to establish in which country's territory or service it happened, the administrations shall share the payment of indemnity equally.

3. If the theft or damage is discovered by the administration of destination upon an inspection of the parcel conducted immediately after its arrival, it shall not be liable for such theft or damage.

4. If the loss, theft, or damage of an insured parcel occurs in the territory or service of an intermediate administration which does not accept insured parcels or which has adopted a maximum insured value lower than the amount of the loss, the administration of origin shall bear the loss not covered by the intermediate administration.

5. The administration which has paid the indemnity shall take over the rights, up to the amount of the indemnity, of the person who has received it in any action which may be taken against the addressee, the sender, or third parties.

Article 28. Payment of Indemnity

1. Subject to the right of recourse against the administration which is liable, the obligation to pay the indemnity and to refund the charges and fees, shall rest either with the administration of origin, or, in the case mentioned in article 25, section 4, the administration of destination.

2. This payment shall be made as soon as possible and, at the latest, within six months from the day following the day of inquiry.

3. When the administration responsible for payment does not undertake to cover risks of force majeure, and when, at the end of the period prescribed in section 2, the question of whether the loss, theft, or damage is due to such causes has not been decided, it may exceptionally postpone settlement of the indemnity beyond that period, but the postponement shall not exceed six additional months.

4. The administration of origin or destination, as the case may be, shall be authorized to indemnify the rightful claimant on behalf of the other administration which duly has allowed five months to pass after receiving notice without finally settling the matter or without informing of origin or destination, as the case may be, that the loss, theft, or damage appeared to be due to force majeure.

Article 29. Reimbursing the Administration Which Paid the Indemnity

1. The administration responsible for payment, or on behalf of which payment is made, shall reimburse the administration which made the payment the amount of indemnity actually paid to the rightful claimant; this payment shall be made within four months of the dispatch of the notice of payment.

2. Immediately after paying the indemnity, the paying administration shall communicate to the administration which is liable the date and amount of the payment made.

Article 30. Possible Recovery of the Indemnity from the Sender or from the Addressee

1. If, after the payment of the indemnity, a parcel or part of a parcel previously considered lost, is found, the person to whom indemnity has been paid shall be informed of the fact, and shall be further advised that he may take delivery of it within a period of three months on his repayment of the amount of the indemnity he received, or, if the insured contents of the parcel are damaged, on his repayment of the amount of the indemnity less an amount necessary to pay for the necessary repairs.

2. If the sender or the addressee takes delivery of the parcel or part of the parcel received against repayment of all or part of the amount of the indemnity, that sum shall be refunded to the administration which bore the loss.

3. If the indemnified person refuses to take delivery of the parcel, it shall become the property of the administration which bore the loss.

Part IV. Rates Due to Administrations

Article 31. Terminal Rates

1. Each administration, in its exchange of parcels by air and surface means, shall have the right to collect from the other administration terminal rates for the costs it

incurs for the surface conveyance, handling, and delivery of parcels destined to addresses in its areas of responsibility.

2. The terminal rates shall be calculated as provided in article 130 of the Detailed Regulations.

Article 32. Transit Land Rates

1. Each administration shall establish transit land rates for the conveyance of transit parcels from the other administration by land in accordance with article 131 of the Detailed Regulations.

2. The transit land rates shall be fixed at an established rate per kilogram, applicable to the total gross weight of such transit parcels in each dispatch, or shall be fixed at a rate per parcel for each of the weight steps established in the Postal Parcels Agreement of the Universal Postal Union. These rates shall be expressed in gold francs.

3. The transit land rate shall be payable by the administration of origin.

Article 33. Sea Rates

1. Each administration shall establish sea rates for the conveyance of transit parcels from the other administration by sea in accordance with article 131 of the Detailed Regulations.

2. The sea rates shall be fixed at an established rate per kilogram applicable to the total gross weight of the parcels for which transit sea services are provided, or

shall be fixed at a rate per parcel for each of the weight steps established in the Postal Parcels Agreement of the Universal Postal Union. These rates shall be expressed in gold francs.

3. The sea rates shall be payable by the administration of origin.

Article 34. Adjustment of Terminal, Transit Land, and Sea Rates

1. Each administration may adjust its terminal rates, transit land rates, and sea rates established under articles 31, 32, and 33 when such an increase is necessary due to an increase in the costs of services.

2. To be applicable, any such adjustment of the rates must:

(a) be made in accordance with the provisions governing the establishment of rates set forth in articles 130 and 131 of the Detailed Regulations;

(b) be communicated to the other administration at least three months in advance; and,

(c) remain in force for at least one year

Article 35. Air Conveyance Dues

1. Each administration of destination shall be entitled to reimbursement of air conveyance dues for the air conveyance of parcels dispatched by the other administration at the rate established under the provisions of the UPU Postal Parcels Agreement governing air conveyance dues.

2. For parcels from the other administration arriving at an exchange office in one of the 48 contiguous states of the United States and conveyed by air to areas outside the 48 contiguous states, the U. S. Postal Service may collect from the other administration supplemental air conveyance dues based on the actual additional distance of air conveyance to such areas at the rate established in the provisions of the UPU Postal Parcels Agreement governing air conveyance dues. Such areas will be advised by correspondence.

Part V. Miscellaneous Provisions

Article 36. Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 37. Transit Parcels

1. Each administration shall provide transit service to or from any country with which it exchanges parcels, for parcels addressed to or originating in the other administration.

2. Each administration shall provide a list of the countries for which transit service will be provided.

Article 38. No Additional Rates, Charges, or Fees

The administrations may only collect the rates, charges, and fees provided in this Agreement.

Article 39. Temporary Suspension

Should extraordinary circumstances justify it, either administration may suspend temporarily its operation of the parcel post service, provided that notice of such suspension is given immediately to the other administration.

Article 40. Detailed Regulations

1. Details of implementation of this Agreement shall be governed by the Detailed Regulations.

2. The provisions of the Detailed Regulations may be amended by mutual consent of the administrations by means of correspondence.

Article 41. Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures in the General Regulations of the Universal Postal Union at the time that the dispute is submitted by an administration to arbitration.

Article 42. Additional Rules and Regulations

Either administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Part VI. Final Provisions

Article 43. Entry into Force and Duration of the Agreement

1. This Agreement shall enter into force thirty days following the date on which the Agreement is signed by both postal administrations.

2. This Agreement shall remain in force for five years and if neither of the two parties notifies the other in writing of its intention to terminate the present agreement at least six months before the expiration of this five-year period, it will remain in effect for another five years, and shall be renewable accordingly.

Article 44. Amendments to the Agreement

Amendments and additions to this Agreement shall be made with the agreement of both parties established through consultation, and shall enter into force on a date mutually agreed upon by both administrations.

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Done in duplicate in the English and Chinese languages, both being equally authentic, and signed at Washington, D. C. on the 9th day of October, 1980.

For the Postal Service
of the United States of
America

[1]

Postmaster General

For the Ministry of Posts
and Telecommunications of
the People's Republic of China

[2]

Minister

[1] W. F. Bolger.
[2] Wang Zigang.

DETAILED REGULATIONS
OF THE
PARCEL POST AGREEMENT
BETWEEN
THE POSTAL SERVICE OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF POSTS AND TELECOMMUNICATIONS OF
THE PEOPLE'S REPUBLIC OF CHINA

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Preamble

The United States Postal Service and the Ministry of Posts and Telecommunications of the People's Republic of China, in accordance with Article 40 of the Parcel Post Agreement signed on the 9th day of October, 1980, have concluded the following Detailed Regulations for implementation of the said Agreement.

Chapter I. Preliminary Provisions

Article 101. Information to be Supplied by the Administrations

1. Each administration shall communicate to the other administration in writing:

(a) the necessary information concerning the customs or other regulations, as well as the prohibitions or restrictions governing the entry and transit of parcels in areas for which it has parcel post responsibility;

(b) an extract of the provisions of its laws or regulations applicable to the conveyance of parcels;

(c) the charges and fees authorized under article 3 of the Agreement; and,

(d) the rates and dues established under articles 31 through 35 of the Agreement.

2. Any change of the information mentioned in section 1 shall be communicated in writing immediately to the other administration.

Chapter II. Treatment of Parcels by the Office of Origin; General Conditions of Admission and Posting

Article 102. Addresses of the Sender and of the Addressee

1. To be admitted for mailing, each parcel shall bear in roman letters and in arabic figures on the parcel itself or on a label firmly attached to it, the complete addresses of the addressee and of the sender. An address written in pencil shall not be allowed.

2. The office of posting shall advise the sender to put inside each parcel a copy of his address and that of the addressee.

Article 103. General Packing Conditions

1. Each parcel shall be packed and closed in a manner befitting the weight, shape, and nature of the contents as well as the mode and duration of conveyance.

2. Each parcel shall be packed and closed so as not to present any danger if it contains any article of a kind likely to injure officials called upon to handle it or to soil or damage any other parcel or any postal equipment.

3. Each parcel shall have, on its packing or wrapping, sufficient space for service instructions and for affixing stamps and labels.

Article 104. Special Packing

Each parcel which contains one of the following substances shall be made up as indicated below.

(a) Articles of glass or other fragile objects shall be surrounded by cushioning material

adequate to absorb and distribute shocks and vibrations encountered during transport and to prevent contact between the objects themselves or between the objects and the sides of the container; they shall be packed in a box of metal, wood, strong plastic material or strong fiberboard. The cushioning immediately surrounding the objects shall be a soft low density material, such as cotton or creped wadding, with a more structured higher density cushioning material, such as die-cut corrugated fiberboard, rubberized hair or styrofoam, suspending the objects a minimum of five centimeters from each side of the container.

(b) Liquids and substances which easily liquefy shall be enclosed in two containers. The inner container shall be a bottle, flask, or other leak-proof container. The outer container shall be a special box of metal, wood, strong plastic material, or strong corrugated fiberboard, containing enough sawdust, cotton, or any other appropriate protective material to absorb the liquid should the inner container break. The lid of the box shall be fixed so that it cannot easily work loose.

(c) Dry coloring powders shall be admitted only in perfectly leak-proof metal boxes, placed in turn in boxes of wood, strong plastic material, or strong corrugated fiberboard with sawdust or some other appropriate absorbent and protective material between the two containers.

(d) Dry non-coloring powders shall be placed in containers of metal, wood, strong plastic material, or fiberboard; these containers shall themselves be enclosed in a box made of one of those materials.

(e) Radioactive materials shall be placed in parcels to the wrapping of which shall be affixed a special white label bearing in bold letters the words "radioactive materials" or "matières radioactives," which label shall be crossed out by the destination administration should the packing be returned to the administration of origin. Such parcels shall also bear on the outside wrapping a request in bold letters for their return in the event of non-delivery. The sender shall indicate his name and address and the contents of the parcel on the inner wrapping.

Article 105. Formalities to be Complied with by the Sender

1. Each parcel shall be accompanied by a customs declaration on UPU form C2/CP3 or a similar form. The customs declaration shall be securely attached to the parcel.

2. The contents of each parcel shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The sender shall indicate how the parcel is to be dealt with in the event of non-delivery as provided in article 13 of the Agreement.

5. Each parcel dispatched to the People's Republic of China shall also be accompanied by a Dispatch Note on Universal Postal Union Form CP-2 or a similar form.

Article 106. Formalities to be Complied with by the Office of Origin

The office of origin shall be responsible for indicating on each parcel its date of mailing.

Article 107 Insured Parcels

Each insured parcel shall be subject to the following special rules regarding make-up:

(a) the parcel shall be sealed in a manner sufficient to reveal any traces of tampering;

(b) the materials used for sealing, as well as the labels and the postage stamps, if any, affixed to each insured parcel shall be placed so that they cannot conceal any damage to the packing; the labels and postage stamps shall not be folded over two sides of the packing so as to cover an edge;

(c) the parcel shall be provided with a stamp impression or label bearing the serial number of the parcel, and in bold letters the word "insured" or "valeur déclarée"; the stamp impression or label shall be placed on the parcel, on the same side as, and close to, the address;

(d) the insured value shall be expressed in the currency of the country of origin and written on the parcel or on the Dispatch Note, if any, in words with roman lettering and in arabic figures;

(e) the amount of the insured value shall be converted into gold francs by the office of origin; the result of the conversion shall be shown in figures at the side of or below those representing the value in the currency of the country of origin.

Article 108. Fraudulent Insurance

When circumstances of any kind disclose a fraudulent declaration of a value greater than the actual value of the contents of the parcel, the administration of origin shall be notified as soon as possible.

Article 109. Other Formalities

1. Each air parcel shall bear the words "air mail" or "par avion."

2. Each insured parcel for which the sender requests an advice of delivery at the time of posting shall bear very conspicuously either the indication "advice of delivery," "avis de réception," "return receipt requested," or the stamp impression "A.R." The office of origin shall complete a copy of UPU form C 5 or a similar form to accompany each insured parcel.

Article 110. Withdrawal from the Post; Alteration of Address

1. A request for the alteration of an address or the withdrawal of a parcel from the post shall be dealt with in accordance with the provisions governing withdrawal from the post and alteration of address in the Detailed Regulations of the Convention.

2. Any telegraphic request for the alteration of an address of an insured parcel shall be confirmed by post by the first available dispatch. The confirmatory request shall be prepared on or in the form of a UPU form C7 used to request an alteration of the address of a letter post item, or a similar form; it shall bear, underlined in colored pencil, the note "Confirmation of the telegraphic request of the...," or "Confirmation de la demande télégraphique du...;" and it shall be accompanied by a perfect facsimile of the envelope or wrapper or of the address of the item.

Chapter III. Treatment of Parcels by the Exchange Offices

Article 111. Routing of Transit Parcels

Each administration shall forward by the routes and means that it uses for its own parcels each parcel transferred to it by another administration to be conveyed in transit across its territory.

Article 112. Exchange Offices and Method of Transmission

1. The exchange of dispatches of parcels shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate the exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration at least three months advance written notice of redesignation of or addition to its exchange offices.

4. Parcels should generally be exchanged in closed mails.

5. Transit parcels shall be transmitted in closed mails, unless the administrations agree to effect exchanges of parcels in transit à découvert.

Article 113. Parcel Bills

1. For each dispatch of parcels to be forwarded by surface, the total net weight in kilograms shall be entered by the dispatching exchange office on a parcel bill in the form of UPU form CP 11 or a similar form. For air parcels the dispatching exchange office shall indicate the same information on "air parcel bill" UPU form CP 20 or a similar form.

2. Insured parcels shall be listed on a separate parcel bill.

3. Returned parcels should be listed on a separate parcel bill.

4. Each parcel bill shall be numbered according to an annual series by each dispatching exchange office; the last number of the year shall be shown on the first parcel bill of the following year. In the case of sea or air services, the name of the ship or airline carrying the mail shall be shown on the parcel bill.

5. Each insured parcel, returned parcel, parcel forwarded in transit à découvert, or redirected parcel shall be entered individually on the parcel bill. The entry for each insured parcel shall indicate its serial number. The entry for each redirected or returned parcel shall be marked "redirected" or "reexpedie," or "returned" or "retour" in the observation

column. However, each fully prepaid redirected parcel shall be recorded as though it had originated in the redirecting administration. For transit parcels, the country of destination shall be entered in the "Observations" column of the parcel bill.

6. The administration of origin shall prepare, for closed mails to be forwarded in transit through the other administration, a CP 12 Special Parcel Bill or a similar form indicating the total gross weight in kilograms of the transit parcels, a copy of which shall be sent by air to the receiving exchange office of that administration.

7. The number of bags making up each dispatch shall be shown on the parcel bill.

Article 114. Transmission in Closed Mails

1. In the normal circumstances of transmission in closed mails, the bags shall be marked, closed, and labeled in the manner prescribed for letter bags in the provisions for make up and labeling of mails in the Detailed Regulations of the Convention, subject to the following special provisions:

(a) the labels shall be yellow ochre in color;

(b) for receptacles other than bags some other special methods of closing may be adopted, provided that the contents are sufficiently protected; and,

(c) the label or address of a closed bag or other receptacle which contains air parcels shall bear the indication "air mail" or "par avion."

2. In general, insured parcels shall be dispatched in separate bags. Where uninsured and insured parcels are dispatched in the same bag, the insured parcels shall be placed in an inner bag appropriately sealed. Each bag which includes insured parcels, whether alone or together with uninsured parcels, shall be marked with the letter "V".

3. The weight of each bag containing parcels shall not exceed 30 kilograms.

4. Each administration shall inform the other administration by correspondence as to the number of copies of the parcel bill and the method of transmission required by its service.

5. For conveyance purposes, bags of parcels may be placed in large containers.

Article 115. Delivery of Dispatches

1. Each surface parcel dispatch shall be accompanied by a delivery bill on UPU form C 18 or a similar form.

2. Each dispatch shall be delivered in good condition. However, a dispatch may not be refused because of damage or theft.

3. Each air parcel dispatch shall be accompanied by an air mail delivery bill on UPU form AV 7 or a similar form in accordance with the provisions governing AV 7 delivery bills in the Detailed Regulations of the Convention.

Article 116. Check of Dispatches by Exchange Offices

1. Each exchange office receiving a dispatch shall immediately check each bag and its fastening. It shall also check the origin and destination of the bags making up the dispatch and entered on the delivery bill, and the parcels and various documents which accompany them.

2. When a bag of insured parcels is opened, the constituent parts of the fastening (seal, label etc.) shall be kept together.

3. When an administration acting as an intermediary for the other has to repack a dispatch it shall check the contents if it believes that these have not remained intact. It shall make out a verification note on UPU form CP 13 or a similar form. A copy of this notice shall be sent to the exchange office from which the dispatch was received, one copy shall be sent to the office of origin, and a copy shall be inserted in the repacked dispatch. The verfication note shall also be used to report the loss of a dispatch, or of one or more of the bags comprising it, or any other irregularity.

4. If the exchange office of destination discovers an error or omission in the parcel bill it shall immediately make the necessary correction, taking care to cross out the incorrect entry in such a way as to leave the original entry legible. The correction shall be made in the presence of two officials. Unless there is an obvious error in the correction, it shall be accepted in preference to the original entry. The exchange office shall also carry out a routine check when a bag or its fastening gives grounds for suspecting that the contents have not remained intact or that some other irregularity has occurred. Any irregulrity which has been established, as well as the loss of a dispatch

routine check when a bag or its fastening gives grounds for suspecting that the contents have not remained intact or that some other irregularity has occurred. Any irregularity which has been established, as well as the loss of a dispatch or of one or more of the bags comprising it, or the loss of a parcel bill, shall be notified without delay to the dispatching exchange office by a verification note prepared in duplicate. If the dispatch was received from an intermediate exchange office, a copy of this note shall also be sent to that exchange office. If a parcel bill is missing, the receiving exchange office shall, in addition, prepare a new parcel bill, a copy of which shall be sent to the exchange office of origin.

5. Each verification note and its duplicate shall be sent under registered cover by the most rapid route. When a receiving exchange office has not sent a verification note by the first available dispatch, it shall be considered, until the contrary is proved, as having received the bags or parcels in good condition.

6. The exchange office to which a verification note is sent shall return it as promptly as possible after having examined it and indicated thereon its observations, if any. The returned verification note shall be attached to the parcel bill to which it relates. A correction made to a parcel bill which is unsupported by documentary evidence shall not be considered valid.

7. The discovery, at the time of a check, of any irregularity whatsoever may in no event be the cause of the return of a parcel to origin except that parcels which exceed the weight or size limits set forth in article 11 of the Agreement may be returned to origin if the regulations of the administration of destination so provide.

Article 117. Discrepancies in the Weight Data of Parcels or Dispatches

When an administration establishes a discrepancy in the weight of a parcel or of a dispatch that is recorded on a parcel bill received from the other administration, the weight as corrected by the receiving administration shall be valid.

Article 118. Notification of Irregularities for Which Administrations May be Liable

An exchange office which, on the arrival of a dispatch, discovers the absence of, theft from, or damage to one or more parcels shall proceed as follows.

(a) It shall indicate in as much detail as possible on the verification note the condition in which it found the outer packing of the dispatch. Unless this is impossible for a stated reason, the bag, the string, the lead or other seal, and the label shall be kept intact for a period of six weeks from the date of verification and shall be sent to the administration of origin if it so requests.

(b) The exchange office, moreover, shall send a duplicate of the verification note to the last intermediate exchange office, if any, at the same time as to the dispatching exchange office.

Article 119. Receipt by an Exchange Office of a Damaged or Insufficiently Packed Parcel

1. An exchange office which receives a damaged or insufficiently packed parcel shall forward it, after having repacked it if necessary, preserving as far as possible the original packing, the address, and the labels. The weight of the parcel before and after its repacking shall be shown on the actual packing of the parcel and shall be followed by the note "Repacked at..." or "Remballé a..."; the parcel shall be stamped with an impression of the date-stamp of the repacking exchange office and signed by the officials who did the repacking.

2. If the condition of a parcel is such that the contents could have been removed or damaged or if a parcel shows a discrepancy in weight such as to suggest the removal of part or all of the contents, the receiving exchange office shall open it and check the contents. The result of this check shall be reported to the dispatching exchange office on UPU form CP 14 or a similar form, a copy of which shall be placed inside the parcel.

Article 120. Check of Dispatches of Parcels Forwarded in Bulk

1. The provisions of articles 116, 118 and 119 shall be applicable only to rifled and damaged parcels and parcels entered individually on the parcel bills. The other items shall be checked in bulk.

2. When an exchange office establishes a discrepancy between the number of insured parcels given on the parcel bill and the number of insured parcels found in the dispatch, a verification note shall be prepared to correct the total number of insured parcels.

Article 121. Redirection of a Parcel Arriving Out of Course

1. The redirecting administration shall report each parcel arriving out of course in a verification note to the administration from which the parcel has been received.

2. The redirecting administration shall treat each parcel arriving out of course as if it had arrived in transit à découvert. It shall credit the true administration of destination and, where appropriate, the intermediate administrations taking part in the redirection of the parcel with the relative conveyance rates. The redirecting administration shall then seek to recover the charges for the redirection of missent parcels specified in article 19, section 5 of the Agreement from the administration which missent the parcel. If for any reason the redirecting administration is unable to recover such charges from the administration which missent the parcel, it shall recover them from the administration of origin.

Article 122. Return of Empty Bags

1. Each administration shall provide the bags necessary for the dispatch of its parcels; each bag shall be marked to indicate its ownership.

2. Empty bags shall be returned, in bundles enclosed in one of the receptacles, to the administration to which they belong by the next dispatch and, if possible, by the route followed on their original transmission.

3. Empty bags shall always be returned free of charge.

4. The return of empty bags shall be governed by the provisions for the return of empty bags in the Detailed Regulations of the Convention.

Chapter IV. Treatment of Parcels by the Office of Destination

Article 123. Reservations on Delivery of a Rifled or Damaged Parcel

1. In the cases specified in article 26, section 1(a) of the Agreement, the office of destination shall prepare a report, on UPU form CP 14 or a similar form, of the joint inspection and have it countersigned by the addressee. One copy of the report shall be handed to the addressee or, if the item is refused or redirected, attached to the parcel. One copy shall be retained by the administration which prepared the report.

2. A parcel subjected to the treatment specified in section 1 shall be returned to the sender if the addressee refuses to countersign the report.

Article 124. Treatment of an Advice of Delivery after Delivery of an Insured Parcel with an Advice of Delivery

Immediately following the delivery of a parcel with an advice of delivery, the office of destination shall return the UPU form C 5 which accompanied the parcel, duly completed, to the address shown by the sender by the quickest route and without charge to the sender. A blue airmail label or impression shall be affixed to advices of delivery returned by air. If the advice of delivery does not arrive, the office of destination shall automatically make out a new copy to be returned to the sender.

Article 125. Return of Parcels to Origin

1. An office which returns a parcel for any reason whatsoever shall give, either written by hand or by means of a stamped impression or a label on the parcel and on the parcel bill which accompanies it, the reason for non-delivery. The reason shall be stated in French or Englis.. and shall be made in a clear and concise form, such as "not known" or "inconnu," "refused" or "refusé," "traveling" or "en voyage," "gone away" or "parti," "unclaimed" or "non réclamé," "deceased" or "décédé," etc.

2. The office of destination shall strike out the address particulars with which it is concerned and write "Return" or "Retour" on the front of each such parcel; it shall also apply its day-stamp beside the indication "Return" or "Retour."

3. A parcel shall be returned in its original packing accompanied by the original customs declaration. If

for any reason a parcel has to be repacked, the name of the office of origin of the parcel and the date of its posting shall be indicated on the new packing.

4. If an air parcel is returned by surface, the "air mail" or "par avion" label and any notes relating to transmission by air shall be struck through with two thick horizontal lines.

Article 126. Treatment of Requests for Withdrawal from the Post or for Alteration of Address

On receipt of a request for a withdrawal from the post or for an alteration of an address, the administration of destination shall search for the parcel in question, and honor the request if it can.

Article 127. Sale; Destruction

1. When a parcel has been sold or destroyed in accordance with the provisions of article 22 of the Agreement, a report of the sale or destruction shall be prepared. A copy of the report shall be sent to the office of origin.

2. The proceeds of the sale shall be applied to defray all charges incurred on behalf of the parcel; the balance, if any, of the proceeds shall be sent to the office of origin, which shall pay it to the sender, after deducting the costs of forwarding the balance.

Chapter V. Inquiries

Article 128. Treatment of Inquiries

Each inquiry about a parcel shall be dealt with in accordance with the provisions for inquiries set forth in the Detailed Regulations of the Convention.

Article 129. Inquiries Concerning an Advice of Delivery Not Received

When a sender inquires about an advice of delivery which he has not received within a reasonable time, the inquiry shall be dealt with in accordance with the provisions governing advices of delivery set forth in the Detailed Regulations of the Convention.

Chapter VI. Determination of Rates

Article 130. Determination of Terminal Rates

Each administration shall establish a terminal rate which corresponds to the costs of rendering the service or which is based on the rates provisions of the Postal Parcels Agreement of the Universal Postal Union, and shall notify the other in writing.

Article 131. Determination of Transit Land and Sea Rates

Each administration shall establish a transit land rate and a sea rate which corresponds to the costs of rendering the services or which are based on the rates provisions of the Postal Parcels Agreement of the Universal Postal Union, and shall notify the other in writing.

Chapter VIII. Accounting

Article 132. Rates and Dues Credited to Other Administrations by the Administration of Origin

1. In the exchange of closed mails, the administration of origin shall credit the administration of destination and each intermediate administration with the terminal rates, transit land and sea rates, and air conveyance dues which are due to them.

2. In the case of exchange in transit a decouvert the administration of origin shall credit:

(a) the administration of destination of the dispatch with the rates referred to in section 1 as well as rates due to the subsequent intermediate administrations and to the administration of destination; and,

(b) the intermediate administrations preceeding the administration of destination of the dispatch with the rates referred to in section 1.

Article 133. Allocation and Recovery of Rates in Case of Redirection

1. When rates and charges have not been paid at the time of redirection, the redirecting administration shall proceed as indicated below for the allocation and recovery of such rates and charges.

2. For each parcel redirected to a third country the redirecting administration shall seek to recover the rates and charges set forth in article 19, section 5 of the Agreement from the addressee or the administration to which the parcel is forwarded. If for any reason the redirecting administration is unable to recover such charges from the addressee or the administration to which the parcel is forwarded, it shall recover them from the administration of origin.

3. The redirecting administration shall credit the intermediate administrations with the rates payable to them.

4. In the case of redirection of a missent parcel, the allocation and recovery of the rates and charges shall be made in accordance with article 121, section 2.

Article 134. Preparation of Accounts

1. Each administration shall prepare quarterly for all items received from the other administration:

(a) for surface parcels, a statement of amounts due on a UPU form CP 15 or a similar form giving, by dispatching office and per dispatch, the gross weight of the parcels entered on the parcel bills, with an indication of the appropriate rate and the total of amounts due for that quarter;

(b) for air parcels, a statement of amounts due prepared on a UPU form CP 15 (bis) or a similar form giving, by dispatching office and per dispatch the gross weight of parcels entered on the air parcel bills, with a statement of the appropriate rate and the total of amounts due for that quarter.

2. In the event of alteration of a parcel bill, the number and date of the verification note prepared to report such alteration shall be shown in the "Observations" column of the form for statement of amounts due.

3. The statements of amounts due shall be summarized in an account prepared, in duplicate, on a UPU form CP 16 or a similar form.

4. The summarized account, accompanied by the statements of amounts due to which it relates (but without the parcel bills), shall be sent by the most rapid route to the administration of origin for examination within two months following the quarter to which it relates. "Nil" accounts shall not be prepared. In the amounts stated in the balance of the summarized account, centimes shall be ignored. Any discrepancies shall be noted in a statement of differences, which shall be prepared on a UPU form CP 17 or a similar form. Each statement of differences shall be sent in duplicate to the administration concerned, which shall incorporate the amount stated therein in its next summarized account; no statement of differences shall be prepared when the total

amount of the discrepancies does not exceed ten gold francs per account.

5. After the summarized accounts have been checked and accepted, they shall be returned, together with the related statements of amounts due, to the administration which prepared them within two months of the date of dispatch. If the administration which has sent the summarized account does not receive any notice of amendment during this period, the summarized account shall be regarded as fully accepted.

6. The summarized accounts shall be summarized in a quarterly general account prepared by the creditor administration on a Universal Postal Union form CP 18 or a similar form, which shall be transmitted immediately to the debtor administration.

7. When it is necessary to recover payments from the administration responsible in accordance with article 29 of the Agreement and several amounts are involved, these shall be summarized on a Universal Postal Union form CP 22 or a similar form and the total amount shall be carried forward to the summarized account.

Article 135. Accounts for Air Parcel Dispatches

An account for air conveyance dues for air parcel dispatches shall be drawn up according to the provisions for accounting for air conveyance dues set forth in the Detailed Regulations of the Convention.

Article 136. Settlement of Accounts

1. The amount of the balance of the general accounts shall be paid by the debtor administration to the creditor administration in accordance with the provisions for settlement of accounts in the Convention.

2. The preparation and dispatch in duplicate of a general account may be carried out, without waiting for the summarized accounts to be returned accepted, as soon as an administration, which has all the accounts relative to the period concerned, finds that it is the creditor. The check of the general account by the debtor administration, the return of one of the two copies to the creditor administration, and the payment of the balance shall be carried out by the debtor administration within a period of three months after its receipt of the general account.

Chapter VIII. Miscellaneous Provisions

Article 137. Definitions

The definitions set forth in article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 138. Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of eighteen months from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Chapter IX. Final Provisions

Article 139. Entry Into Force and Duration of the Detailed Regulations

1. These Detailed Regulations shall come into force on the same date as the Parcel Postal Agreement to which they refer.

2. These Detailed Regulations, and any amendments hereto pursuant to section 2, article 40 of the Parcel Post Agreement, shall have the same duration as the said Agreement to which they refer.

Done in duplicate in the English and Chinese languages, both being equally authentic, and signed at Washington, D. C. on the 9th day of October, 1980.

For the Postal Service
of the United States of
America

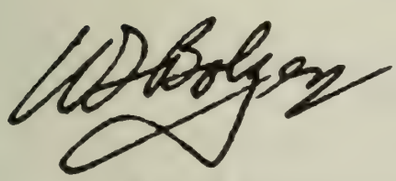
Postmaster General

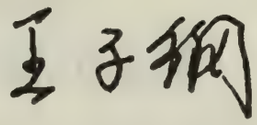
For the Ministry of Posts
and Telecommunications of
the People's Republic of China

Minister

本协定于一九八〇年十月 九 日在华盛顿(特区)签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国邮政总局	中华人民共和国邮电部
代　表	代　表
(邮政总局长)	(部　长)





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第四十二条

附加规则和规定

双方邮政有权在不违反本协定及其实施细则规定的情况下，对其国内业务操作制定实施细则和规定。

第六篇

最后条款

第四十三条

协定的生效日期和有效期

一、本协定自双方邮政签字之日起三十天后开始生效。

二、本协定有效期为五年。如双方中的任何一方在期满前六个月未以书面提出终止本协定，则本协定的有效期将自动延长五年，并依此法顺延。

第四十四条

协定的修改

经双方邮政协商同意后，可对本协定进行修改或补充，并自双方邮政同意之日起生效。

第三十九条
业务的暂停

如遇特殊情况，任何一方邮政均可暂时停办其邮政包裹业务，但此项暂停必须立即通知对方邮政。

第四十条
实施细则

一、本协定的实施按其实施细则规定办理。

二、实施细则的各项规定，经双方邮政换函互商同意后，可以加以修改。

第四十一条
仲裁

双方邮政之间对于本协定的解释或适用发生争议，而又不能由双方邮政以满意的方式解决时，应通过仲裁解决。此项仲裁应在某一邮政提出进行仲裁时，按万国邮政联盟总规则规定的仲裁程序进行。

率索回航空运费。

二、对另一邮政寄至美国四十八个毗邻州中任何一州的某互换局，由航空运至四十八个毗邻州以外地区的包裹，美国邮政可以按实际增加的航运里程，根据万国邮政联盟邮政包裹协定有关航空运费条款规定的费率，向对方邮政收取一笔额外航空运费。这类地区将以通信方式通知。

第五篇

其他规定

第三十六条

公约的适用

凡本协定及其实施细则中未明文规定的事项，公约及其实施细则在必要时均可参照适用。

第三十七条

经转包裹

一、对寄自和寄往另一邮政的包裹，双方邮政应提供发自或发往与其有互寄包裹业务关系国家的经转业务。

二、双方邮政应提供其办理经转业务的国家名单。

第三十八条

不可收取额外运费、资费或税款

双方邮政只可收取本协定规定收取的运费、资费和税款。

路转运另一邮政的过境包裹各自订定一项海路运费。

二、海路运费应按每公斤固定的费率订定，并适用于由海路经转的包裹的总毛重，或按万国邮政联盟邮政包裹协定确定的每一重量等级每件包裹的费率订定。这些资费均用金法郎表示。

三、海路运费应由原寄邮政支付。

第三十四条

终端费、陆路转运费和海路运费的调整

一、如因业务成本增加，需提高第三十一、三十二和三十三条规定的终端费、陆路转运费和海路运费时，双方邮政可以对这些资费予以调整。

二、上述调整必须作到：

（一）符合实施细则第一三〇和一三一条关于订定资费的各项规定；

（二）至少在三个月之前通知对方邮政；

（三）有效期至少一年。

第三十五条

航 空 运 费

一、对用航空运递对方邮政发来的包裹，寄达邮政应按万国邮政联盟邮政包裹协定关于航空运费条款规定的费

第四篇
双方邮政应得的运费

第三十一条
终端费

一、双方邮政在用航空和水陆路方式互寄包裹时，为支付水陆路运递、处理和投递在其业务范围内的包裹所需的费用，有权向对方邮政收取一笔终端费。

二、终端费应按实施细则第一三〇条规定的办法计算。

第三十二条
陆路转运费

一、双方邮政应按实施细则第一三一条的规定，对陆路转运另一邮政的过境包裹各自订定一项陆路转运费。

二、陆路转运费应按每公斤固定的费率订定，并适用于每一过境包裹总包的总毛重，或按万国邮政联盟邮政包裹协定确定的每一重量等级每件包裹的费率订定。这些资费均用金法郎表示。

三、陆路转运费应由原寄邮政支付。

第三十三条
海路运费

一、双方邮政应按实施细则第一三一条的规定，对海

第二十九条

向付款邮政偿还补偿金

一、应负责任的邮政，或补偿金已由其它邮政代其垫付的邮政，应向垫付补偿金的邮政偿还实际付给有权人的补偿金款数。上述垫款的归还，应从付款通知单发出之日起四个月内办理。

二、垫付邮政在垫付补偿金后，应立即把所垫款数和日期通知应负责任的邮政。

第 三 十 条

可能向寄件人或收件人收还的补偿金

一、原已认为遗失的包裹或它的一部分在补偿后又找到时，应把这项情况通知已领取补偿金者，并告知该人可在三个月期限内将原领的补偿金退还并取回这个包裹或它的一部分。如包裹内保价物品损坏，退还的补偿金内应扣除修理所需的金额。

二、如果寄件人或收件人领取找到的包裹或它的一部分并退还全部或部分补偿金，这笔款项应归还负担损失的邮政。

三、如果领取补偿金者放弃领取包裹，这个包裹应归负担损失的邮政所有。

经转邮政所未能补足的损失部分应由原寄邮政负担。

五、支付补偿金的邮政，在这项补偿金的数额内，有权向取得领取补偿金的收件人、寄件人或第三者提出追索。

第二十八条
补偿金的付给

一、付给补偿金和退还资费和税款，由原寄邮政负责。如果是在第二十五条第四款所指的情况下，则由寄达邮政负责。但这些邮政都保留有向应负责任的邮政索还的权利。

二、补偿金应尽快付给，最迟不得超过自申请查询的次日起六个月。

三、如果应付补偿金的邮政对不可抗力的事故不承担责任，而且包裹的遗失、被窃或损坏是否由于不可抗力事故所致，在第二款所规定的期限终了后还未断定时，可例外地延期付给补偿金，但不能再超过六个月。

四、如在接到通知后五个月内对悬案没有给予最后解决或者没有把遗失、被窃或损坏似系由于不可抗力事故所致的情况通知原寄邮政或寄达邮政，原寄邮政或寄达邮政有权代相关邮政将补偿金交给有权人。

经转业务时，对此类经转包裹的遗失、被窃或损坏不负责任。但双方邮政也可通过信函商定对此承担责任。

四、寄达邮政根据寄件人或收件人的要求，将保价包裹改寄第三国时，其应负责任仅限于能从第三国收回的补偿金额范围。

五、凡涉及到因向海关申报事项而引起的问题，不论这些申报是以何种方式提出的，以及对于海关在查验属其监管的包裹时所作的决定，双方邮政均不承担任何责任。

第二十七条
各邮政间责任的确定

一、任何邮政在收到保价包裹时既没有提出保留，在照章向它查询时，又不能证明已将这个包裹投交收件人或妥转其他邮政，在提出相反证明以前，应当承担责任。

二、如果遗失、被窃或损坏发生在运输途中，无法确定事故发生在那一国境内或业务范围内，应当由各有关邮政平均分担损失。

三、如寄达邮政在包裹一经到达即进行查看，发现被窃或损坏情况，寄达邮政对这类被窃或损坏不承担责任。

四、如果保价包裹的遗失、被窃或损坏发生在经转邮政的国境内或其业务范围内，而该邮政并不办理保价包裹业务，或该邮政所规定的最高保价额低于损失的款额时，

包裹退回原寄地的寄件人立即向投递该包裹的邮政声明发现损坏情况，并证明被窃或损坏不是在投递后发生的。

二、对于下列情况双方邮政不承担责任：

（一）保价包裹的遗失、被窃或损坏：

1、不可抗力事故所致。发生遗失、被窃或损坏事故的邮政，应按其国内法令确定这项遗失、被窃或损坏是否由于不可抗力事故所造成，如经原寄国邮政要求，应把该项不可抗力事故通知该邮政；

2、邮政档案因不可抗力事故而损毁，以致无法对包裹下落加以追查，而又没有其他证据确定它应该承担责任；

3、寄件人的过失或疏忽或因包裹的内件性质造成包裹损坏；

4、虚报保价金额高于包裹实际价值；

5、寄件人未在第二十四条第二款所规定的期限内提出查询。

（二）按照寄达国法令予以扣留的包裹，有关规定已按第十条第二款规定通知原寄邮政。

（三）包裹的内件是第十条第一款第（一）、（三）和（六）项所规定的禁寄物品，因而被主管机关没收或销毁。

三、双方邮政对寄自和寄往另一邮政的保价包裹提供

第四款所指情况除外），补偿金以金法郎表示。对利润的损失或其它间接的或从而引起的损失，不予补偿。补偿金按照包裹收寄地和收寄时同类货物的市价折成金法郎计算，如果没有市价可供参考，补偿金可按同样办法估计货物的一般价格计算。

三、如保价包裹发生遗失、被窃或全部损坏而须补偿时，寄件人还有权索回原已交付的各项资费，但保价费除外。

四、寄件人有权将本条第二款所指的权利转让给收件人或第三者。在发给补偿金之前，必须由声明转让的一方提供合格的书面转让证明。

第二十六条

双方邮政不承担责任的情况

一、保价包裹经双方邮政按其国内规章对同类性质的邮件所作的规定投递后，即不再承担责任。但对于下列情况仍应负责：

（一）保价包裹的被窃或损坏是在投递包裹之前或投送当时发现的，或如国内规章许可，收件人或在包裹退回原寄地时的寄件人在领取被窃或损坏的保价包裹时提出保留的；

（二）如国内规定允许，包裹虽已投出，但收件人或

第二十四条

查　　询

一、对于在对方邮政交寄的寄给其境内某人的包裹提出的查询，每一邮政均应受理。

二、查询只能在交寄包裹的次日起一年之内提出。

三、如同一寄件人在同一邮局同时寄交同一收件人并用同一邮路寄发的几个同类包裹，申请查询时只收取一笔查询费。

四、除寄件人已完全付足第七条第（四）项所指的回执费外，每次查询应按第七条第（五）项的规定交付查询费。

第 三 篇

责　　任

第二十五条

双方邮政所负责任的原则和范围

一、双方邮政对保价包裹的遗失、被窃或损坏除第二十六条所指情况外，应负担责任。双方邮政对普通包裹的遗失、被窃或损坏不负担责任。

二、对于保价包裹，在不超过保价金额范围内，寄件人有权对包裹的遗失、被窃或损坏领取一项补偿金（本条

用；收寄时已收取的但尚未付出的运费可退还寄件人。

第 三 章

特 殊 规 定

第 二 十 二 条

装有即将变质或腐烂物品包裹的处理

包裹内件即将变质或腐烂时，即使在运输或退回途中，也可以立即代寄件人将这些物品变卖，不必事先通知和办理法律手续。如因某种原因无法变卖时，应将这些物品销毁。

第 二 十 三 条

撤回、更改或更正姓名地址

一、包裹的寄件人可以根据公约中有关撤回、更改或更正姓名地址的规定，要求把包裹退回原寄地或更改或更正姓名地址，但应照付本协定第七条第（六）项规定的资费。

二、此类申请必须寄交双方邮政各自专门指定受理这类申请的邮局。

三、每一邮政应至少指定和保留一个这类邮局。

规定的改寄费；

（二）改寄到寄达国以外的，收取第三十一至三十五条规定的因新的运输而产生的运费；

（三）第一篇所指的寄达邮政不同意注销的资费和税款。

六、第五款所指的运费和资费可向收件人收取。

第二十条
误发包裹的改寄

一、由于寄件人或寄发邮政的错误而误发的包裹，应当由收到这个包裹的邮政用最直接的邮路发往正确的寄达地。

二、误发的航空包裹必须由航空改寄。

三、对于按照本条规定改寄的包裹，应收取发往正确寄达地的运费和第十九条第五款第（三）项所指的资费和税款。

四、这些运费和资费应向原寄邮政收取。如系因寄件人的错误而造成的误发，该邮政可以向寄件人收取。

第二十一条
由于业务暂停而退回原寄地的包裹

由于业务暂停而把包裹退回原寄地时，一律不收费

第十八条

寄件人放弃的无法投递包裹

一、如果寄件人已按第十三条第二款第（三）项提出将无法投递给收件人的包裹放弃，这个包裹应由寄达邮政按其国内规定处理。

二、双方邮政均不得对此类包裹向对方提出索赔。

第十九条

由于收件人住所变动改投另一收件人或更改地址所造成的改寄

一、因收件人的住所变动或按第二十三条规定更改姓名地址，或按第十三条第二款规定改投另一收件人，包裹可在寄达国国内改寄或改寄他国。

二、包裹可以应寄件人或收件人的申请在寄达国国内改寄。如果该国国内规章许可，也可以迳行改寄。

三、包裹改寄到寄达国以外的，必须经寄件人或收件人要求，才可办理。在这种情况下，包裹应符合新的寄达国和居间经转国所要求的条件。

四、寄件人可以不准许对他的包裹作任何的改寄。

五、对第一次改寄或以后再次改寄的包裹，可收取下列资费：

（一）在寄达国境内改寄的，收取寄达邮政国内规章所

件人。

二、通知收件人包裹已经到达之后，可按寄达邮政国内规定为收件人保留一个时期，这个期限不应超过六十天。

第十六条
回　　执

一、保价包裹的寄件人，可在交寄包裹时交付第七条第（四）项规定的资费，索取回执。

二、寄件人对在正常期限内未能收到回执的包裹提出查询时，不应收取查询费。

第十七条
无法投递包裹的退回原寄地

一、收件人拒收的包裹应立即退回原寄邮政。

二、保价包裹应按保价包裹退回。

三、第十五条所规定的存局期限已满而寄件人又未按第十三条规定提出任何处理意见，或处理意见已无法辩认，应将包裹退给原寄邮政。

四、对于退回原寄局的包裹，双方邮政均不向对方收取任何运费或资费。

（二）投交给另一收件人；

（三）将包裹放弃。

三、如寄件人没有提出处理意见，或所提意见已无法辩认，可按第十七条第三款规定处理。

第十四条
保价包裹

一、保价包裹的保价额应按下列规定申报：

（一）双方邮政应将每件保价包裹的保价金额限制在一千金法郎的数额内；

（二）应允许寄件人按包裹内件的部分实际价值申报保价额，但不得超过包裹内件的实际价值。

二、虚报保价金额高于包裹实际价值，应受到原寄国的法律追究。

三、虚报保价额的索赔应受赔偿国的法律追究。

四、在交寄保价包裹时，应免费开给寄件人一张收据。

第二章
投递和改寄的规定

第十五条
投递的一般规定和存局期限

一、一般情况下，包裹应尽快地按寄达国规定投交收

第十二条

误收包裹的处理办法

一、装有第十条第一款所列禁寄物品的包裹，如系误收而发出的，该禁寄物品应由查出的邮政按其国内法令处理。但是装有第十条第一款第（四）或（五）项内所指禁寄物品的包裹，在任何情况下都不应发往寄达局，或投交收件人，或退回原寄局。

二、如果发现夹寄第十条第一款第（二）项所规定不准夹寄的信函，这种信函应由查出邮政按国内规定收取邮资后发出，但不能因此将包裹退回原寄局。

三、如误收的包裹既未投交收件人，又未退回原寄局，应将这个包裹的处理情况以及相关禁限寄规定通知原寄邮政。

四、误收包裹应免费退回原寄邮政。

第十三条

交寄包裹时寄件人提出的处理意见

一、交寄包裹时，寄件人应提出包裹无法投递时的处理意见。

二、寄件人只能提出下列各种意见中的一种：

（一）退回寄件人；

（三）活的动物；

（四）爆炸性、易燃性或其它危险性物品；

（五）淫秽的或有伤风化的物品；

（六）寄达国禁止进口或禁止流通的物品。

二、双方邮政应将有关海关及其他方面的规定以及禁限寄的必要资料通知对方。

三、未经保价的包裹，禁止装寄硬币、钞票、钱票或各种不记名票据，白金、黄金、白银或其制成品，宝石、珠宝饰物和其它贵重物品。

第十一条
尺寸和重量限度

一、作邮政包裹运递的每件包裹：

（一）任何一边的尺寸都不应超过一·〇五米；长度和长度以外的最大横周合计不得超过二米。

（二）重量不得超过二十公斤。

二、双方邮政可以通过信函商定改变本条第一款所规定的尺寸和重量限度，但最高重量在任何情况下不得超过三十公斤。

第二篇
业务的办理
第一章
收寄条件
第九条
收寄条件

各种包裹具备下列条件方可收寄：

（一）包装状况与内件性质和运输条件相适应的；

（二）注明收件人和寄件人姓名地址的；

（三）符合第十一条所规定的重量和尺寸条件的；

（四）用邮票或用原寄邮政规章所允许的任何办法，交付原寄局应收的各项资费的；

（五）未装寄第十条所列的禁寄物品或参加运递的一个或几个邮政所禁寄的物品的。

第十条
禁寄物品

一、各种包裹禁止夹寄下列物品：

（一）其性质或封装可能伤害工作人员或污损其它包裹和邮政设备的物品；

（二）具有现时私人通信性质的文件，但露封的并只填写与所寄物品有关的简要说明的发票或交货单不在此例；

（四）回执费：在寄件人按照第十六条规定索取回执时收取；

（五）查询费：按照第二十四条规定收取；

（六）撤回或更改姓名地址申请费；

（七）邮寄证明书费：寄件人对普通包裹要求开具邮寄证明时收取；

（八）向原寄国寄退包裹费：可由原寄邮政向寄件人收取国内处理和投递的费用。

第八条
非邮政税款

一、在寄达国投递的每件包裹，寄达邮政有权向收件人收取关税和其他非邮政税款。

二、遇有下列情况时，双方邮政应确保将包裹的关税和其他非邮政税款予以注销：

（一）退回原寄国的；

（二）改寄另一国家的；

（三）由寄件人放弃的；

（四）在这个邮政范围内遗失的或内件全部损坏而销毁的。

第 五 条
航 空 费

一、双方邮政对于交由航空发运的包裹，应各自订定向寄件人收取的航空费。

二、对于同一寄达国的全境，不论利用那条路由，航空费均应划一。

第 六 条
保 价 包 裹

原寄邮政国内规章中对保价包裹订定的资费，应预先向寄件人收取。

第 七 条
额 外 资 费

双方邮政有权收取下列各项额外资费：

（一）送交海关验关手续费：这项资费应由原寄邮政根据国内规定在收寄包裹时向寄件人收取；

（二）送交海关验关和代收关税手续费：这项资费应由寄达邮政在投递包裹时向收件人收取；

（三）逾期保管费：对没有在规定期限内领取的包裹，由投递或退回邮政收取这项资费，作为逾期保管该包裹的邮政的收入；

自那一国家而对某一事项适用的一般规则或规定。

（十一）业务：指本协定规定的包裹互寄和经转业务。

第一篇
资费和税款

第三条
资费和税款的组成

双方邮政可以向包裹寄件人或收件人收取的资费和税款，由第四条所指的主要资费和在必要时所收取的下列各项费用组成：

（一）第五条所指的航空费；

（二）第六条和第七条所指的额外资费；

（三）第十九条第五款所指的资费和税款；

（四）第八条所指的非邮政税款。

第四条
主要资费

一、双方邮政应各自订定向寄件人收取的主要资费。

二、主要资费应与第三十一至三十五条的运费和资费有密切的关联。

第二条

定　　义

本协定所用术语含义如下：

（一）邮政：指本协定签字国邮政主管部门中的任何一个的简称。

（二）章、条和款：指本协定的章、条和款。英文本中"条"字根据上下文也可指装入包裹的物品。

（三）公约：指万国邮政联盟大会定期修改，并由本协定签字国批准的万国邮政公约。

（四）公约实施细则：指万国邮政联盟大会定期修改，并由本协定签字国批准的万国邮政公约实施细则。

（五）互换局：指国际邮政包裹业务互换局。

（六）金法郎：指万国邮政联盟组织法中规定的邮政标准货币。但双方邮政可通过通信商定任何一种货币以代替万国邮政联盟确定的金法郎。本协定中规定的任何金法郎款额或资费均应直接按比例折成新的货币。

（七）普通包裹：指非保价包裹。

（八）原寄局：指从寄件人手里接收包裹的邮局。

（九）寄达局：指在寄达地办理业务的邮局。

（十）任何一方邮政的规定或其国内规定：指无论出

美利坚合众国邮政总局和
中华人民共和国邮电部

邮 政 包 裹 协 定

美利坚合众国邮政总局和中华人民共和国邮电部，为了促进两国经济和文化关系的发展，经授权，签订本协定，条文如下：

第 一 条
协 定 的 宗 旨

一、由美利坚合众国和中华人民共和国邮政负责邮政包裹业务的地区间互换的包裹，按本协定办理。

二、双方邮政同意在两国之间办理普通包裹和保价包裹互寄和经转业务。

三、双方邮政同意互寄和经转的普通包裹和保价包裹可由水陆路和航空运递。

第三十四条 终端费、陆路转运费和海路运费的调整…21
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美利坚合众国邮政总局和
中华人民共和国邮电部

邮 政 包 裹 协 定

所作的修改，其有效期与邮政包裹协定相同。

本实施细则于一九八〇年十月 九 日在华盛顿(特区)签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国邮政总局	中华人民共和国邮电部
代　表	代　表
(邮政总局长)	(部　长)

第 八 章
其 他 规 定
第一三七条
定 义

邮政包裹协定第二条中所列定义适用于本实施细则。

第一三八条
档案的保存期限

一、业务档案应从相关日期的次日起至少保存十八个月。

二、有关争议和查询的档案应保存到结案为止。如提出查询的邮政及时得到查询结果，在接到答复后六个月内没有提出反证时，应视为结案。

第 九 章
最 后 条 款
第一三九条
实施细则的生效日期和有效期

一、本实施细则自邮政包裹协定生效之日起实施。

二、本实施细则和根据邮政包裹协定第四十条第二款

此期限内未收到更正通知，该简明帐单则被视为全部签认。

六、收款邮政应将简明帐单汇总编入万国邮政联盟CP 1 8或格式相同的季度总帐单，然后立即寄给付款邮政。

七、如根据协定第二十九条，需向应负责任邮政索回帐款并涉及到几笔帐款时，应列在万国邮政联盟CP 2 2或格式相同的帐单上，总款额应汇总编入简明帐单上。

第一三五条
航空包裹总包的帐务

航空包裹总包的航空运费帐务应按公约实施细则有关航空运费帐务的规定办理。

第一三六条
帐目的结算

一、总帐单上的差额应由付款邮政按公约有关帐务结算的规定向收款邮政支付。

二、持有相关时期内所有帐单的邮政一经断定它是收款邮政时，即可立即缮发一式两份总帐单，不必等到简明帐单签退。付款邮政应在收到总帐单后的三个月内予以核对，将其中一份寄退收款邮政并付清差额。

（一）水陆路包裹：按寄发互换局并按总包编造万国邮政联盟CP 1 5对照表或格式相同的单式，列出封发包裹清单上登列的包裹毛重，并注明有关资费和该季度应收资费的总数额；

（二）航空包裹：按寄发互换局并按总包编造万国邮政联盟CP 1 5 （bis）对照表或格式相同的单式，列出封发航空包裹清单上登列的包裹毛重，并注明有关资费和该季度应收资费的总数额。

二、如封发包裹清单有更改，应在相关帐单的备注栏内加注通知此项更改的验单号码和日期。

三、应收款额应汇总登列在万国邮政联盟CP 1 6 简明帐单或格式相同的单式上，一式两份。

四、简明帐单连同相关对照表（不必随附封发包裹清单）应在相关季度后的两个月之内经由最快邮路寄交原寄邮政查核。无帐可造时，帐单不需缮备。简明帐单中收支余额的生丁数，应予舍弃。如数字不符，应缮发万国邮政联盟CP 1 7 差数单或格式相同的单式。差数单应一式两份寄给相关邮政，由该邮政将数字列入下期简明帐单内。如每笔帐差异总数不超过十个金法郎，则不必缮发差数单。

五、简明帐单在核对和签认后，应连同相关对照表在帐单发出之日起两个月之内退回作帐邮政。如作帐邮政在

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二、对散寄经转方式互换的包裹，原寄邮政应付给：

（一）总包寄达邮政：第一款所列运费以及以后的各转寄邮政和寄达邮政的运费；

（二）总包寄达邮政之前的各转寄邮政：第一款所列的运费。

第一三三条
改寄时运费的支付和收还

一、在改寄时，如未交付资费和费用，改寄邮政应按下列办法支付和收还该资费和费用。

二、对改寄他国的包裹，改寄邮政应向收件人或接受包裹的邮政收还本协定第十九条第五款规定的资费和费用。如改寄邮政因故未能向收件人或接受包裹邮政收还此项费用，则应向原寄邮政收取。

三、改寄邮政向转寄邮政支付应付的费用。

四、对误发包裹的改寄，资费和费用的交付应按第一二一条第二款规定办理。

第一三四条
帐目的编造

一、双方邮政应对从对方邮政收到的所有包裹按季度编造下列帐单：

细则有关回执的规定办理。

第 六 章
资 费 的 订 定
第一三〇条
终端费的订定

双方邮政应各自订定终端费。此项终端费应与提供业务的成本费用相一致或根据万国邮政联盟邮政包裹协定有关费率的规定订定，并书面通知对方邮政。

第一三一条
陆路转运费和海路运费的订定

双方邮政应各自订定陆路转运费和海路运费。这些运费应与提供业务的成本费用相一致或根据万国邮政联盟邮政包裹协定有关费率的规定订定，并书面通知对方邮政。

第 七 章
帐 务
第一三二条
原寄邮政应付另一邮政的运费和终端费

一、对以封固总包方式互换的包裹，原寄邮政应向寄达邮政和每一转寄邮政支付应付的终端费、陆路转运费和海路运费以及航空运费。

第一二六条
撤回或更改姓名地址申请的处理

收到撤回或更改姓名地址的申请后，寄达邮政应查找相关包裹，如可能，应按申请处理。

第一二七条
变卖或销毁

一、如包裹根据协定第二十二条规定变卖或销毁，应缮备变卖或销毁情况记录单，副份抄送原寄局。

二、变卖包裹所得的价款应归还为它所支付的各项费用。如有余款，应寄退原寄局，再由原寄局在扣除汇费后将余额付给寄件人。

第 五 章
查 询

第一二八条
查询的处理

有关包裹的查询事项，应按公约实施细则的有关规定办理。

第一二九条
未收到回执的查询

寄件人对未如期收到回执提出查询时，应按公约实施

第一二五条

包裹退回原寄局

一、不管何种原因将包裹退回，相关局均应在包裹和随附的清单上用笔写、盖戳或贴签条的方式注明包裹无法投递的原因。退回原因可用法文或英文书写，措词要简明清楚，如“not known”或“inconnu”（查无此人），“refused”或“refusé”（拒收），“traveling”或“en voyage”（出外旅行），“gone away”或“parti”（人已他往），“unclaimed”或“non réclamé”（无人领取），“deceased”或“décédé”（人已亡故）等。

二、寄达局将相关收件人详细姓名地址划掉，在包裹正面注明“Return”或“Retour”（退回）字样，并在“退回”字样旁边加盖日戳。

三、包裹应原封寄退并随附原海关报税单。如因故需对包裹重封，包裹原寄局局名和收寄日期应填注在新的包装封皮上。

四、如航空包裹用水陆路退回，应将“Air mail”或“Par avion”（航空）签条以及与航空运输有关的标志均用两条横的粗线划掉。

四、空邮袋的退回应按公约实施细则有关空袋退还的规定办理。

第 四 章

寄达局对包裹的处理

第一二三条

被窃或损坏包裹在投递时所作的保留

一、如发生协定第二十六条第一款第（一）项所指情况，寄达局应根据会同收件人查核的结果，缮备万国邮政联盟CP 1 4记录单或格式相同的单式一份，并由收件人会签。记录单的副份交给收件人，或在这一包裹被拒收或改寄的情况下随附在相关包裹上。另一副份由缮备记录单的邮政保存。

二、需按第一款规定处理的包裹，如收件人拒绝会签相关记录单，应退给寄件人。

第一二四条

附有回执的保价包裹在投递后对回执的处理

附有回执的包裹一经投递，寄达局即应将随附的C 5单式填妥，用最快的邮路免费退往寄件人指定的地址。航空退回的回执上应粘贴蓝色航空签条或加盖戳记。如回执没有到达，寄达局应迳行缮备一份寄退寄件人。

包裹需查核件数。

二、互换局发现封发包裹清单上登列的保价包裹数目与总包内数目不符时，应缮发验单更改保价包裹总数。

第一二一条
误发包裹的改寄

一、改寄邮政应将误发来的包裹情况用验单通知发来相关包裹的邮政。

二、改寄邮政应将误发包裹按散寄经转包裹处理。应向正确的寄达邮政，必要时，应向参加包裹改寄的转寄邮政支付相关运费。改寄邮政应根据协定第十九条第五款的规定，向误发包裹的邮政索回误发包裹的改寄费。如因故改寄邮政无法向误发邮政索回该项费用，则应向原寄邮政索回。

第一二二条
空邮袋的退还

一、双方邮政对其包裹总包应提供必要的邮袋，邮袋上应标明所属国名。

二、空邮袋应卷成卷装入一个容器内，随下一次邮班寄退其所属邮政，如可能，按原邮路寄退。

三、空邮袋应免费退回。

原寄邮政提出要求，应将上述物品寄给该邮政。

（二）如有转寄互换局，在向封发互换局缮发验单的同时，应将验单副份寄交最后一个转寄互换局。

第一一九条

互换局对损坏或包装不牢固的包裹的接收

一、互换局收到损坏的或包装不牢固的包裹，必要时应予以重封，并应尽可能使原封皮、姓名地址和各种签条保持原状，然后发往前途。包裹重封前后的重量应在相关包裹的封皮上注明，加注“ Repacked at……”或“Remballé à……”（在……重封）字样，加盖重封互换局的日戳，并由重封人员签字。

二、如果包裹的形状表明内件可能已被抽窃或损坏，或包裹重量有不符迹象表明内件一部分或全部已被抽窃，接收互换局应开拆并查核内件。查核的结果应用万国邮政联盟CP 1 4 或格式相同的记录单通知寄发互换局，副份附在包裹内。

第一二〇条

总登寄发的包裹总包的查核

一、第一一六、一一八和一一九条规定只适用于被窃和损坏的包裹和在封发包裹清单上逐件登列的包裹，其他

出。如接收互换局未能用第一次邮班发出验单，则在其提出反证之前应视作包裹袋或包裹收到时完好。

六、收到验单的互换局应对验单审阅，并在必要时填注说明后尽快退回。验单应随相关包裹清单退回。包裹清单加以改正但未附证明文件时，视为无效。

七、在查核时发现的任何不正常情况，均不能作为将包裹退回原寄地的理由，但重量和尺寸超过协定第十一条规定的限度，如寄达邮政有规定，可以退回原寄地。

第一一七条

包裹或总包重量的记载差错

任一邮政发现从另一邮政收到的封发包裹清单上某件包裹或总包重量的记载发生差错，应以接收邮政修改的重量为准。

第一一八条

涉及双方邮政责任的各种差错事项的通知

互换局在收到总包后发现一个或一个以上包裹短少、被窃或损坏应作如下处理：

（一）在验单上尽可能详细地注明总包外层的封皮情况。除有正当理由不能办理外，邮袋、绳索、铅志或其他封志以及袋牌，应从查验之日起完整地保存六个星期。如

进行查核。对路单上所列的总包各袋的原寄局和寄达局以及包裹和随附文件亦应予以查核。

二、开拆保价包裹邮袋时，有关封口物品（封志、袋牌等）应一并保存。

三、作为居间邮政的主管部门，如果对总包的完好情况有所怀疑，应查核内件并将总包重封。该邮政应缮备万国邮政联盟CP 1 3 或格式相同的验单，一份寄送发出此项总包的互换局，一份抄送原寄局，一份附入重封的总包内。此项验单也可作为短少总包、短少总包的一袋或几袋或其他不正常情况的报告单之用。

四、寄达互换局如发现封发包裹清单上有差错或遗漏，应立即进行必要的改正，并将差错项目划掉，但要使原项目仍可辨认。办理此项改正应有两名经办人员在场。除有明显错误外，此项修改均应接受。在某邮件袋或其封口足以使人对内件完好情况产生怀疑或出现其他不正常情况时，该互换局亦应进行查核。对查出的不正常情况，短少总包或总包短少一袋或几袋，或短少封发包裹清单，均应缮备验单一式两份立即通知原寄互换局。如总包系由居间互换局发来的，此项验单亦应抄送该互换局。如封发包裹清单遗失，接收互换局还应补缮新的包裹清单，副份抄送原寄互换局。

五、验单及其副份应作为挂号函件，用最快的路由发

二、保价包裹一般应用单独邮袋封发。当非保价包裹和保价包裹放在同一邮袋内封发时，保价包裹应放在一个内袋里并妥为扎封。装有保价包裹的邮袋，不论是否与非保价包裹混装，均应标注“V”（保价）字样。

三、装有包裹的邮袋，其重量不应超过三十公斤。

四、双方邮政应将其所需的封发包裹清单份数及运输方式函告对方邮政。

五、为便于运输，包裹邮袋可装入大型集装箱。

第一一五条
总包的交接

一、每一水陆路包裹总包应随附万国邮政联盟C18或格式相同的收发邮件总包路单一份。

二、总包在交接时应该完好，但不得因总包损坏或被窃而拒收。

三、根据公约实施细则有关AV7收发航空邮件总包路单的规定，每一航空包裹总包应随附AV7或格式相同的单式一份。

第一一六条
互换局对总包的查核

一、接收总包的各互换局应立即对邮袋及其封口情况

"Redirected" 或"Réexpédié"（改寄），或"Returned" 或"Retour"（退回）字样。但是，已付足邮资的改寄包裹，改寄邮政应当作为发自本邮政的包裹登列封发包裹清单。

六、原寄邮政对于经由对方邮政转运的直封总包，应缮备一份CP 1 2 封发包裹特别清单或相同的单式，以公斤为单位，注明经转包裹总包的总毛重，清单的副份应用航空寄给对方邮政的接收互换局。

七、每一总包的袋数应在封发包裹清单上注明。

第一一四条
封固包裹总包的运递

一、在一般情况下，封固包裹总包的运递，其邮袋应按公约实施细则关于函件邮袋的封发和系挂袋牌方法的规定加以标注、封口、系挂袋牌，但须根据下列特殊规定办理：

（一）袋牌应为赭黄色；

（二）对于邮袋以外的其它容器，可采用另一种特别封口方法，但应使内件得到充分的保护；

（三）装有航空包裹的封固邮袋或其它容器，它的袋牌或书写地名的一面，应注明" Air mail " 或"Par avion "（航空）字样。

三、双方邮政如重新指定或增加其互换局，应至少提前三个月书面通知对方邮政。

四、互换包裹一般采用直封总包的方法。

五、除非双方邮政同意采用散寄方式，过境包裹应以封固总包方式运寄。

第一一三条

封发包裹清单

一、水陆路运递的每一包裹总包的总净重，应由封发互换局以公斤为单位登列在万国邮政联盟CP 1 1 或格式相同的单式上。对于航空包裹，封发互换局应在万国邮政联盟CP 2 0 封发航空包裹清单或格式相同的单式上填写同样内容。

二、保价包裹应单独登列封发包裹清单。

三、退回的包裹应单独登列封发包裹清单。

四、所有封发包裹清单，都应由封发互换局编列年度的顺序号码；年度的最末号码，应在次年的第一号清单上注明。经由海路或航空运递的包裹，应将承运的船只名称或航空公司名称加注在封发包裹清单上。

五、保价包裹、退回包裹、散寄过境包裹或改寄包裹，应在封发包裹清单上逐件登列。保价包裹，应在栏内注明保价包裹号码。改寄包裹或退回包裹，应在备注栏内注明

一份证实性的单式交第一次邮班寄发，以资证实。这份证实性的单式应用函件业务更改姓名地址所使用的万国邮政联盟C 7 或格式相同的单式。单式上应加注“Confirmation of the telegraphic request of the……”，或“Confirmation de la demande télégraphique du……”（证实某月某日电报申请）字样，并用彩色铅笔在该字样下面画一横线。C 7 单式应随附一份信封或包装封皮或邮件上的姓名地址的完整复制件。

第 三 章

互换局对包裹的处理

第一一一条

经转包裹的发运

双方邮政应以运输本国包裹时所使用的邮路和方法，发运对方邮政经其国境转运的包裹。

第一一二条

互换局和运寄方式

一、包裹总包的互换，应由双方邮政各自指定的互换局办理。

二、双方邮政应指定办理这一业务的互换局，并将各互换局的地点通知对方邮政。

金法郎总数用阿拉伯数字注明在以原寄国货币表示的保价数额的旁边或下面。

第一〇八条
虚 报 价 值

如因任何情况而发现有虚报超过包裹内件实际价值的保价额时，应当将事实尽速通知原寄邮政。

第一〇九条
其 他 手 续

一、航空包裹应注明“ Air mail”或“ Par avion”（航空）字样。

二、寄件人在交寄时索取回执的保价包裹上，应明显注明“Advice of delivery”，“Avis de réception”，“Return receipt requested”（回执）字样，或加盖“A.R.”戳记。原寄局应填妥一份万国邮政联盟C 5 或格式相同的单式，随附在每件保价包裹上。

第一一〇条
撤回和更改姓名地址

一、申请撤回包裹或更改包裹姓名地址，应按公约实施细则有关规定办理。

二、以电报申请更改保价包裹的姓名地址，应另缮备

国邮政联盟CP 2包裹发递单或格式相同的单式。

第一〇六条
应由原寄局办理的手续

原寄局有责任在包裹上注明收寄日期。

第一〇七条
保 价 包 裹

保价包裹应按如下特别规定包装：

（一）包裹的封装应足以使任何抽窃留下痕迹；

（二）包裹的封口材料以及其它标签和邮票，都应各自保持间距，以不致掩盖包裹封皮上可能具有的损坏痕迹；标签和邮票不能折贴在封皮的两边，以免将包裹的边沿遮盖；

（三）包裹应附有戳记或标签注明包裹的顺序号码，并明显注明“Insured”或“ Valeur déclarée ”（保价）字样；戳记或标签应粘贴或加盖在包裹书写姓名地址的一面并靠近姓名地址；

（四）保价数额应以原寄国货币单位申报，并用拉丁字母和阿拉伯数字书写在包裹上，附有包裹发递单时，应填写在包裹发递单上；

（五）保价数额应由原寄局折成金法郎，并将折成的

料。

（四）无色干粉末应放入用金属、木质、坚韧塑料或纸板制成的容器内，然后再将这些容器放入用上述其中一种材料制成的箱匣内。

（五）装有放射性物品的包裹，应加贴一枚白色特别标签，明显注明“Radioactive materials”或“Matières radioactives”（放射性物品）字样。原封皮寄退给原寄邮政时，寄达邮政应将这个标签迳行划销。这类包裹还应在最外层封皮上明显地注明在无法投递时要求将包裹退回的字样。寄件人应在内层封皮上注明其姓名地址和包裹的内容。

第一〇五条

应由寄件人办理的手续

一、每件包裹应随附一份万国邮政联盟C 2/CP 3 或格式相同的报税单。报税单应与包裹紧系在一起。

二、包裹内件应在报税单上详细列明。

三、虽然双方邮政对向海关申报的准确性不负责任，但应告知寄件人如何正确填写报税单。

四、寄件人应注明协定第十三条所列包裹无法投递时的处理意见。

五、寄往中华人民共和国的每件包裹还应随附一张万

三、包裹的封皮或封面上应留出足够的地位，用以填注业务标志及粘贴邮票和签条。

第一〇四条
特 殊 包 装

装有下列物品的任何包裹应分别按如下规定包装：

（一）玻璃器皿或其他脆弱物品应以衬垫材料包装，以承受运输途中的碰撞和震动和防止箱匣内的物品自相摩擦，或物品与箱匣内部四周的摩擦，并应以金属、木料、坚韧的塑料或坚实纸板所制成的箱匣装寄。紧贴物品的衬垫应用柔软稀松的材料，如棉花或皱折填塞物，再包一层密实的衬垫材料，如冲压的瓦楞纸板、胶化毛发或聚丙乙烯泡沫等，使物品至少与箱匣每一面相距五厘米。

（二）流质和易于溶化的物品应装入两个容器内。内层容器应为瓶子、长颈瓶或其他防漏的容器。外层容器应为金属、木料、坚韧的塑料或质地坚实的瓦楞纸板特制的箱匣，并塞上足够锯末、棉花或其他任何合适的保护性物品，以便在内层容器破裂时吸收液体。箱匣的盖子应盖紧，使其不易脱开。

（三）有色干粉末必须先装入密封的金属箱匣内，再装入用木质、坚韧塑料或质地优良的瓦楞纸板制成的箱匣内，并在夹层中衬满木屑或其他富有吸湿性和防护性的物

（四）协定第三十一至三十五条所规定的运费和终端费。

二、第一款所列资料如有更改，应立即书面通知对方。

第二章

原寄局对包裹的处理及收寄和交寄的一般条件

第一〇二条

寄件人和收件人的姓名地址

一、任何包裹应在包裹上或在牢固地系于包裹的签牌上，用拉丁字母和阿拉伯数字写明收件人和寄件人详细的姓名地址，方可收寄。该项姓名地址不准用铅笔书写。

二、收寄局应建议寄件人将他的和收件人的姓名地址抄一副份，附寄在包裹内。

第一〇三条

封装的一般条件

一、任何包裹均应按内件的重量、形状、性质以及运输方式和运输所需时间，妥为包装和封口。

二、包裹内如装有可能伤害处理邮件的工作人员、污损其他包裹或邮政设备的物品，其包装和封口应避免一切危害。

美利坚合众国邮政总局和
中华人民共和国邮电部

邮政包裹协定实施细则

美利坚合众国邮政总局和中华人民共和国邮电部，根据双方一九八〇年十月九日签订的邮政包裹协定第四十条的规定，制定本实施细则，条文如下：

第一章
总　则

第一〇一条
双方邮政应提供的资料

一、双方邮政应用书面方式向对方邮政提供下列资料：

（一）本邮政负责包裹业务地区的有关海关或其它规定，以及有关包裹进口和经转的禁寄、限寄规定；

（二）有关包裹运输的法令或规定的摘录；

（三）协定第三条所规定的资费和税款；

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美利坚合众国邮政总局和
中华人民共和国邮电部

邮 政 包 裹 协 定 实 施 细 则

I hereby approve and ratify the foregoing Parcel Post Agreement between the Postal Service of the United States of America and the Ministry of Posts and Telecommunications of the People's Republic of China, and its implementing Detailed Regulations of the Parcel Post Agreement between the Postal Service of the United States of America and the Ministry of Posts and Telecommunications of the People's Republic of China.

IN TESTIMONY WHEREOF, I have caused the seal of the United States of America to be affixed.

DONE at the city of Washington this eleventh day of November in the year of our Lord one thousand nine hundred eighty
[SEAL] and of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:
EDMUND S. MUSKIE
Secretary of State

FRANCE

Atomic Energy: Research Participation and Technical Exchange in Loss of Fluid Test (LOFT)

Agreement signed at Paris and Washington July 30 and September 12, 1980;
Entered into force September 12, 1980.

AGREEMENT

ON

RESEARCH PARTICIPATION AND TECHNICAL EXCHANGE

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)

AND

THE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)

IN

THE USNRC LOFT RESEARCH PROGRAM

The Contracting Parties :

CONSIDERING that the United States Nuclear Regulatory Commission (USNRC) and the Commissariat à l'Energie Atomique (CEA)

a/ have a mutual interest in cooperation in the field of light water reactor (LWR) safety research conducted in special facilities such as the Loss of Fluid Test (LOFT) facility ;

b/ have cooperated in the field of LWR safety research under the terms of a 5-year technical exchange arrangement, originally signed on October 16, 1974[1] between the United States Atomic Energy Commission (USAEC) and the CEA, but continued after January 19, 1975 as between the USNRC and the CEA ;

c/ have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement by the execution of a new technical exchange arrangement in the field of LWR safety (hereinafter referred to as the NRC-CEA LWR Arrangement) ; and

d/ have expressed their intention to participate cooperatively in the USNRC-funded LOFT research program at the Idaho National Engineering Laboratory (INEL), which is operated under contractual arrangement between the US Department of Energy and EG&G, Idaho ;

e/ have noted that the CEA, Electricité de France (EdF) and FRAMATOME cooperate closely in the field of LWR safety research and that such cooperation will extend to include the scope of participation by the CEA in the LOFT program as provided for under the terms of this agreement, including the provisions for exchange and use of information and for assignment of personnel ;

NOW, THEREFORE, DO AGREE AS FOLLOWS :

[1] Signed on September 23 and October 16, 1974. TIAS 8369; 27 UST 3401.

Article 1 - OBJECTIVE

The USNRC and the CEA, in accordance with the provisions of this Agreement and subject to applicable laws, regulations and national policy in force in their respective countries, will join together for cooperative research in the USNRC LOFT program, as described in Appendix 1, or as amended.

Article 2 - SCOPE OF AGREEMENT

2-1 - The USNRC will provide the necessary personnel, materials, equipment, and services in order that the LOFT research program may be carried out as described in Appendix 1, or as amended, subject to the availability of funds.

2-2 - The CEA may assign up to three mutually agreed upon technical experts to the LOFT program for participation in the conduct and analysis of program experiments.

Each such assignment will be the subject of a separate attachment-of-staff agreement between representatives of the Contracting Parties.

2-3 - In addition, the CEA may assign one technical expert as a consultant to the LOFT program review group which will periodically review the status of the present program and future program planning.

2-4 - The USNRC agrees to provide the CEA and its assignees access to all experimental data and results of analyses generated by the LOFT program during the period of this agreement.

2-5 - The USNRC agrees to provide the CEA access to USNRC operational computer codes and input data used to analyse LOFT experimental data ; access to codes and data not developed by the USNRC will not be provided except by written authorization of the owner.

2-6 - The CEA, as a contribution for participation in the USNRC LOFT research program, agrees to pay into a specified US Government account the amount of $ 1 million annually for the period of this agreement, the initial payment to be made within 1 month after execution of this agreement, with subsequent payments made on each of the remaining anniversary dates of the execution of this agreement.

2-7 - The CEA agrees to provide the USNRC access to all results obtained from CEA's analyses of LOFT information and experimentation developed under and during the period of this agreement.

2-8 - The CEA agrees to provide the USNRC access to CEA operational codes and input data used in the analysis of LOFT experimental data, being understood that some codes may be considered as proprietary and consequently shall be handled as proprietary information in pursuance with the provisions set forth in article 5 of the CEA-NRC LWR arrangement. Access to codes and data not developed by the CEA will not be provided except by written authorization of the owner.

2-9 - The CEA agrees to bear the total costs of transportation living expenses and any other costs arising from its participation under this agreement, including the transport and related costs for apparatus and other equipment furnished by the CEA, except, as authorized by the USNRC, for office and travel expenses of CEA assignees at the INEL incurred in connection with their work in the LOFT program.

Article 3 - EXCHANGE AND USE OF INFORMATION

The parties agree that the provisions on exchange and use of information set forth in article 5 of the above referenced NRC-CEA LWR arrangement shall apply for this agreement.

Article 4 - PATENTS

The parties agree that the provisions on patents set forth in article 6 of the above referenced NRC-CEA LWR arrangement shall apply for this agreement.

Article 5 - DISPUTES

Any dispute between the USNRC and the CEA concerning the application or interpretation of this agreement that is not settled through consultation shall be submitted to the juridiction of the United States Federal courts. This agreement shall be construed in accordance with the internal Federal law applicable in the appropriate United States Courts, to agreements to which the Government of the United States is a party.

Article 6 - FINAL PROVISIONS

6-1 - This agreement shall enter into force upon signature of the parties and shall remain in force for a period of three years.

6-2 - Either party may withdraw from the present agreement after providing the other party written notice six months prior to its intented date of withdrawal.

6-3 - The CEA may at its option participate in a continuation of the USNRC LOFT program beyond the three-year period of this agreement under mutually acceptable terms and conditions which are formally documented and executed.

6-4 - If the USNRC LOFT technical program is substantially increased by mutual agreement, the USNRC and CEA agree to consider equitable adjustments in the CEA contribution.

6-5 - If the LOFT research program is substantially reduced or eliminated, equitable work determined by the USNRC and CEA to be of equivalent programmatic interest may be substituted as may be mutually agreed.

6-6 - If the LOFT research program is significantly delayed, the payments provided for in § 2-6 hereabove may be postponed for an equivalent period of time and the effectiveness of this agreement will be extented accordingly, as mutually agreed.

Done in duplicate in the English and French languages, each equally authentic.

THE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA) :

P. Tanguy

Name : Pierre TANGUY

Title : Délégué à la Protection et à la Sûreté Nucléaire

Date : 30 JUIL. 1980

U.S. NUCLEAR REGULATORY COMMISSION (USNRC) :

Name : William J. Dircks

Title : Acting Executive Director for Operations

Date : SEP 12 1980

APPENDIX

LOFT TEST RESULTS AND PROGRAM PLANS

Results to Date

In the four years of testing at the LOFT facility four distinct types of tests have yielded results of use to the licensing process. First, large pipe break loss-of-coolant experiments without nuclear power, second, large pipe break loss-of-coolant experiments with nuclear power, third, small pipe break loss-of-coolant experiments with nuclear power, and fourth, an operational transient initiated at full power.

The large break non-nuclear tests were initiated at approximately full reactor coolant pressure and temperature. They were designed to study the effectiveness of the emergency core cooling (ECC) systems in delivering coolant to the core and thus confirm certain conservatisms in the NRC's ECC rule. The results showed that the ECC water is delivered more quickly to the core, more reactor coolant remains in the core region and less ECC water flows from the break than is predicted by codes based on the ECC rule. These tests also demonstrated that the ECC systems which are identical to those in commercial reactors, work as expected, and they provided invaluable experience in handling a nuclear reactor under accident conditions.

The subsequent large break nuclear tests showed that early in the accident, even before the ECC system is actuated, the core receives a flow of water which significantly lowers the temperature of the fuel leaving it more readily coolable than expected when the ECC water arrives. When the physics of the predictive procedures was corrected to agree with the observed thermal hydraulics, this unexpected behavior was then predicted. Computer codes which were so modified then predicted that the same cooling phenomenon would occur in a commercial reactor subjected to the same large break accident. Additional large break tests which were postponed to 1982 in order to permit small break and anomalous transient tests,will study the effect of higher core power, the loss of off-site power and the effect of using pre-pressurized fuel.

The small break tests series is designed to study the behavior of a plant subjected to various pressure transients, the effectiveness of different possible decay heat sinks (the break, the steam generator, ECC injection and the primary make-up system) and the effect of different break locations. The first test was done only two months after the TMI-2 accident. It was initiated at full pressure and temperature, but in order to obtain much needed data as early as possible, the core was not generating power. This test was a study of a stuck open PORV and therefore demonstrated some of the events which occurred early in the TMI-2 accident. The second test, simulating a 4-inch break, caused a slow continuous depressurization and eventual activation of the ECC systems to refill the plant before core uncovery. The third test,

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simulating a 1-inch break caused a very slow pressure reduction with stabilization at an intermediate value. Operator intervention then brought the pressure down sufficiently to actuate the ECC systems and the plant was recovered without uncovering the core. Of special interest to NRC was the indication that the steam generator transitioned from liquid natural circulation to liquid-vapor natural circulation, and possibly to reflux boiling (or condensate fall-back) and then back again, with no evidence of instability. Another important discovery was the realization that flow paths which bypass the core and which exist in all PWRs can have an important influence over the course of a small break accident.

The fourth small break test, run June 20, 1980 examined the effectiveness of various heat sinks available to PWRs. Preliminary study of these results suggests that for larger small breaks (4" pipe and above) the break flow is sufficient to carry away all decay heat while for smaller breaks (1" pipe) the steam generator is the dominant heat sink and its pressure leads the primary system pressure very closely. Other conclusions regarding reflux cooling as a mechanism of decay heat removal and the effect of accumulator nitrogen on the effectiveness of the steam generator are now being studied.

Future tests FY 1980-1981

During this period all planned small breaks (L3 series), most operational transients (L6 series), and the first intermediate sized break (L5 series) will be done. These include:

Test	Target Date	Comment
L3-5	Oct 1980	Small (4-in) break, pumps off, to be used as reference for next test.
L3-6	Dec 1980	Small (4-in) break, pumps on. NRR has requested these two test with the utmost urgency.
L6-7 L3-3	Mar 1981	Loss of feedwater initiating a small (1-in) break. Requested specifically by NRR to complete range of conditions to be expected in small breaks.
L6-2	Oct 1980	Operational transient; loss of primary flow.
L6-3	July 1981	Operational transient; steam line break.
L5-1	Aug 1981	Intermediate break

Each operational transient has been selected as the most severe in its Chap. 15 group. Each requires very little time to perform yet provides needed data for transient code assessment and for direct comparison to commercial PWR behavior. The data from this series will also be used in planning a series of Anticipated Transients Without Scram for FY 1983.

The intermediate break has been scheduled in anticipation that once the large and small LOCA results are analyzed, some intermediate break size(s) will be identified as representing a safety concern.

FY 1982

During this year, the program returns to complete unfinished work in the large break LOCA area (L2 series):

Test	Date	Comment
L2-5	Nov 1981	Large break at 12 Kw/ft peak rating, loss of off-site power. Expect fuel damage and need to replace center fuel module. Uncertainty in result together with specific reference by Appendix K underline need for this test.
L6-4	May 1981	Operational transient; control rod withdrawal.
L5-2	June	Intermediate break.
L2-4	Sept 1982	Large break at 16 Kw/ft peak rating, perhaps loss of offsite power. Recognizes need to test at highest allowed powers. Will then require a complete core change.

Out years FY 1983 and FY 1984

During this period the program will complete the large break series and the alternate ECCS series, and will study ATWS and other phenomena:

Test	Date	Comment
L2-6	Mar 1983	Large break, prepressurized fuel. Until this test only unpressurized fuel will be used. This test will identify the effect of the LOCA on clad ballooning and the subsequent deterioration of the core. NRC's fuel engineers have a strong interest in this test. At least the center fuel will then have to be replaced.
L6-8	July 1983	Anticipated transient without scram.
L7-1	July 1983	Large break, simultaneous steam generator tube rupture.
L6-9	Sept 1983	Anticipated transient without scram.
L7-2	Oct 1983	Large break, simultaneous steam generator tube rupture.

Test	Date	Comment
L4-1	Dec 1983	Large break with ECC injection into downcomer.
L4-2	March 1984	Large break with ECC injection into upper plennum.
L4-3	May 1984	Large break with combined hot and cold leg injection of the ECC.

In addition to these transient and loss-of-coolant accident experiments, the LOFT program is yielding research results in other areas important to NRC.

Plant Instrumentation

LOFT is serving as a test bed for instruments to monitor the reactor coolant behavior during accidents. For example, instruments proposed for commercial plants to meet NRC's post-TMI requirements for measuring liquid level in the reactor vessel will be tested in LOFT.

Improved Control Room Display and Diagnostic Equipment

LOFT has installed visual display equipment in the control room to monitor important safety parameters during transients and accidents. This equipment has been demonstrated in recent tests and may prove to be the prototypes for safety parameter display and onsite technical support center requirements in commercial plants.

Severe Fuel Damage Tests

One of the lessons from the TMI accident is that much more work must be done to study the behavior of severely damaged fuel during accidents. We are currently examining the merits of conducting some severe core damage tests in LOFT at the end of the currently planned test program.

Reference:

J. D. Burtt, LOFT Experimental Program Document, (Draft: January 15, 1980).

ACCORD
DE
PARTICIPATION A LA RECHERCHE
ET
D' ECHANGE TECHNIQUE
ENTRE
LA COMMISSION DE REGLEMENTATION NUCLEAIRE
DES ETATS-UNIS (USNRC)
ET
LE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA)
SUR LE
PROGRAMME DE RECHERCHE LOFT DE L'USNRC

Les parties contractantes :

CONSIDERANT que la Commission de Réglementation Nucléaire des Etats-Unis (USNRC) et le Commissariat à l'Energie Atomique (CEA)

a/ ont un intérêt mutuel à coopérer dans le domaine de la recherche sur la sûreté des réacteurs à eau ordinaire poursuivie dans des installations spécifiques telles que l'installation d'essai de perte de fluide (LOFT) ;

b/ ont coopéré dans le domaine de la recherche sur la sûreté des réacteurs à eau ordinaire aux termes d'un accord d'échange technique d'une durée de cinq ans, signé le 16 octobre 1974 entre le CEA et, à l'origine, la Commission de l'Energie Atomique des Etats-Unis (USAEC), puis poursuivi après le 19 janvier 1975 entre la USNRC et le CEA ;

c/ ont manifesté leur désir mutuel de poursuivre la coopération établie dans le cadre de l'accord susvisé par la conclusion d'un nouvel accord d'échange technique dans le domaine de la sûreté des réacteurs à eau ordinaire (ci-après dénommé l'accord NRC-CEA sur les réacteurs à eau ordinaire); et

d/ ont exprimé leur intention de participer à une coopération sur le programme de recherche LOFT financé par la USNRC et exécuté au Laboratoire National d'Ingéniérie d'Idaho (INEL), qui est exploité dans le cadre d'un arrangement contractuel entre le Ministère de l'Energie des Etats-Unis et l'EG et G-Idaho,

e/ ont bien noté que le CEA, Electricité de France (EdF) et FRAMATOME coopèrent étroitement dans le domaine de la recherche sur la sûreté des réacteurs à eau ordinaire et que cette coopération s'étendra à l'objet de la participation du CEA au programme LOFT conformément au présent accord, notamment aux dispositions relatives à l'échange et à l'usage des connaissances et au détachement du personnel,

EN CONSEQUENCE, SONT CONVENUES DE CE QUI SUIT :

Article 1 - OBJET

Conformément aux dispositions du présent accord et sous réserve des lois et règlements applicables et de la politique nationale en vigueur dans leur pays respectif, la USNRC et le CEA s'associeront en vue de coopérer à des travaux de recherche dans le cadre du programme LOFT de l'USNRC, tel que décrit en annexe 1, éventuellement modifiée.

Article 2 - ETENDUE DE L'ACCORD

2-1 - La USNRC fournira le personnel, les matériels, les équipements et les services nécessaires pour que le programme de recherche LOFT puisse être mené à bien conformément à l'annexe 1, éventuellement modifiée, sous réserve de la disponibilité des fonds.

2-2 - Le CEA pourra affecter au programme LOFT trois experts techniques au maximum, dont la nomination sera mutuellement approuvée, et qui participeront à l'exécution et à l'analyse du programme d'expériences.

Chacun de ces détachements fera l'objet d'un accord séparé de détachement de personnel entre les représentants des parties au contrat.

2-3 - De plus, le CEA pourra affecter un expert technique en tant que consultant auprès du groupe de surveillance du programme LOFT chargé de passer périodiquement en revue l'état actuel du programme ainsi que d'examiner le programme prévu pour l'avenir.

2-4 - La USNRC convient de donner au CEA et aux personnes désignées par lui accès à toutes les données d'expériences et résultats d'analyses du programme LOFT obtenus pendant la durée du présent accord.

2-5 - La USNRC convient de donner au CEA accès aux codes de calcul opérationnel et aux données d'entrées utilisés pour analyser les données d'expériences LOFT ; l'accès aux codes et données non développés par la USNRC ne sera pas ouvert, sauf autorisation écrite du propriétaire.

2-6 - Le CEA, à titre de contribution à sa participation au programme de recherche LOFT de l'USNRC, convient de payer sur un compte du Gouvernement des Etats-Unis qui sera spécifié le montant de 1 million de dollars par an pendant la durée du présent accord, le paiement initial devant être effectué dans un délai d'un mois après la signature du présent accord, les paiements suivants étant effectués à chacune des dates anniversaire de la signature du présent accord.

2-7 - Le CEA convient de donner à l'USNRC accès à tous les résultats d'analyses qu'il obtiendra sur les informations et expérimentations LOFT développées dans le cadre et pendant la durée du présent accord.

2-8 - Le CEA convient de donner à l'USNRC accès à ses codes opérationnels et à ses données d'entrée utilisés pour l'analyse des données expérimentales de LOFT, étant entendu que certains codes pourront être considérés comme des connaissances privilégiées et qu'ils devront en conséquence être traités comme telles, conformément aux dispositions de l'article 5 de l'accord CEA - NRC sur les réacteurs à eau ordinaire. L'accès aux codes et données qui n'ont pas été développés par le CEA ne sera pas ouvert, sauf autorisation écrite du propriétaire.

2-9 - Le CEA convient de supporter en totalité les dépenses de transport et de séjour et tout autre frais résultant de sa participation au présent accord, y compris les frais de transport et frais connexes des appareils et autres équipements fournis par le CEA, à l'exception des dépenses de bureau et de voyage des représentants du CEA à l'INEL encourues en liaison avec leur travail dans le cadre du programme LOFT quand ces dépenses sont autorisées par la USNRC.

Article 3 - ECHANGE ET USAGE DES CONNAISSANCES

Les parties conviennent que les dispositions sur l'échange et l'usage des connaissances figurant à l'article 5 de l'accord NRC-CEA sur les réacteurs à eau ordinaire ci-dessus mentionné s'appliqueront au présent accord.

Article 4 - BREVETS

Les parties conviennent que les dispositions sur les brevets figurant à l'article 6 de l'accord CEA-NRC sur les réacteurs à eau ordinaire s'appliqueront au présent accord.

Article 5 - DIFFERENDS

Tout différend entre l'USNRC et le CEA concernant l'exécution ou l'interprétation du présent accord qui ne serait pas réglé au moyen d'une concertation sera soumis à la juridiction des Tribunaux Fédéraux des Etats-Unis. Le présent accord sera interprété conformément à la loi fédérale interne applicable devant les tribunaux compétents des Etats-Unis aux accords desquels le Gouvernement des États-Unis est partie.

Article 6 - AUTRES DISPOSITIONS

6-1 - Le présent accord entrera en vigueur dès sa signature par les parties et restera en vigueur pendant trois ans.

6-2 - Chaque partie peut se retirer du présent contrat après notification écrite à l'autre partie six mois avant la date prévue pour son retrait.

6-3 - Le CEA peut participer, s'il le désire, à une prolongation du programme LOFT de l'USNRC au-delà de la durée de trois ans du présent accord, dans des conditions convenant aux deux parties, qui feront l'objet d'un document signé.

6-4 - Si le programme technique LOFT de l'USNRC est notablement augmenté par accord mutuel, l'USNRC et le CEA conviennent d'envisager un ajustement équitable de la contribution du CEA.

6-5 - Si le programme de recherche LOFT est notablement réduit ou s'il est supprimé, un programme équitable de travaux, défini par l'USNRC et le CEA afin d'obtenir un intérêt équivalent, pourra lui être substitué, ainsi qu'il pourra être mutuellement convenu.

6-6 - Si le programme de recherche LOFT est retardé d'une manière significative, les paiements prévus au § 2-6 ci-dessus pourront être reportés d'un délai équivalent et la validité du présent accord sera prolongée en conséquence, après accord mutuel.

Fait en deux exemplaires, en langues anglaise et française, chaque version faisant également foi.

LA COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS (USNRC) :

Nom : William J. Dircks

Titre : Acting Executive Director for Operations

Date : SEP 1 2 1980

LE COMMISSARIAT A L'ENERGIE ATOMIQUE (CEA) :

Nom : Pierre TANGUY

Titre : Délégué à la Protection et à la Sûreté Nucléaire

Date : 30 JUIL. 1980

ANNEXE

RESULTATS DES ESSAIS LOFT ET PROGRAMMES PROJETES

Résultats à ce jour

Au cours des quatre années d'expérimentation dans l'installation LOFT, quatre types distincts d'essais ont donné des résultats intéressant la procédure d'autorisation des réacteurs. Premièrement, des expériences de perte de réfrigérant par grosse brèche sans énergie nucléaire, deuxièmement, des expériences de perte de réfrigérant par grosse brèche avec énergie nucléaire, troisièmement, des expériences de perte de réfrigérant par petite brèche avec énergie nucléaire, et quatrièmement, un transitoire de fonctionnement amorcé à pleine puissance.

Les essais de grosse brèche non nucléaires ont été amorcés à peu près aux valeurs nominales de pression et température du réfrigérant. Ils étaient destinés à l'étude de l'efficacité des systèmes de refroidissement de secours du coeur (ECC) par envoi de réfrigérant vers le coeur, et avaient pour but de confirmer ainsi certains conservatismes des règles NRC concernant l'ECC. Par rapport aux prévisions faites à partir des codes basés sur ces règles, les résultats ont montré que l'eau de secours arrive en réalité plus rapidement dans le coeur, qu'une quantité plus grande de réfrigérant reste dans le coeur et qu'une quantité plus faible de l'eau de secours s'écoule de la brèche. Ces essais ont également démontré que les systèmes de secours, identiques à ceux utilisés dans les réacteurs commerciaux, se comportent comme prévu. Ils fournissent une expérience inestimable pour le traitement d'un réacteur en conditions accidentelles.

Les essais nucléaires de grosse brèche réalisés par la suite ont montré que dès le début de l'accident, avant même que les systèmes de secours soient actionnés, le coeur reçoit un débit d'eau qui abaisse nettement la température du combustible, rendant son refroidissement plus facile que prévu lorsque l'eau de secours arrive. Après correction des modèles physiques pour obtenir l'accord avec le comportement thermohydraulique expérimental, ce comportement inattendu fut alors retrouvé par le calcul. Les codes de calcul ainsi modifiés prédirent alors que le même phénomène de refroidissement se produirait dans un réacteur commercial soumis au même accident de grosse brèche. Des essais de grosse brèche complémentaires, qui ont été reportés à 1982 afin de permettre d'effectuer des essais de petite brèche et de transitoires anormaux, étudieront l'effet d'une puissance de coeur plus élevée, de la perte des sources électriques externes et de l'effet de l'utilisation de combustible pré-pressurisé.

La série d'essais de petite brèche est conçue pour étudier le comportement d'une centrale soumise à différents transitoires de pression, l'efficacité de différents moyens d'evacuation de la puissance résiduelle (la brèche, le générateur de vapeur, l'injection de secours et le système d'appoint d'eau primaire) et l'effet de différents emplacements de brèche. Le premier essai a été effectué seulement deux mois après l'accident de TMI-2. Il a été amorcé à pression et rempérature nominales, mais afin d'obtenir dès que possible des données dont on avait le plus grand besoin, le coeur ne fournissait pas d'énergie. Cet essai constituait une étude de vanne de décharge du pressuriseur bloquée

en position ouverte et reconstituait par conséquent certains des évènements qui s'étaient produits au début de l'accident TMI-2. Le second essai, simulant une brèche de 4 inches, a provoqué une dépressurisation lente et continue et un déclenchement final des systèmes de secours, pour remplir d'eau l'installation avant que le coeur soit découvert. Le troisième essai, simulant une brèche de 1 inch, a provoqué une réduction très lente de pression avec stabilisation à une valeur intermédiaire. L'intervention de l'opérateur amena alors la pression à un niveau assez bas pour que les systèmes de secours soient actionnés et l'installation fut remise en marche sans découvrir le coeur. La NRC attache un intérêt particulier à l'indication que le générateur de vapeur soit passé de la circulation naturelle en phase liquide à la circulation naturelle en double phase, et peut-être au phénomène de "reflux boiling" (ou "condensation à film descendant") et retour, sans preuve d'instabilité. Une autre découverte importante a été de se rendre compte que les lignes d'écoulement qui court-circuitent le coeur, et qui existent dans tous les réacteurs à eau sous pression, peuvent avoir une influence importante sur le cours d'un accident de petite brèche.

Le quatrième essai de petite brèche, effectué le 20 juin 1980, a contrôlé l'efficacité de différentes sources froides disponibles pour les réacteurs à eau pressurisée. L'étude préliminaire de ces résultats suggère que pour des petites brèches plus importantes (ouverture de 4 inches et plus), le débit d'eau à la brèche est suffisant pour évacuer toute la chaleur résiduelle, tandis que pour des brèches plus petites (ouverture de 1 inch), c'est le générateur de vapeur qui est la source froide prépondérante, son niveau de pression gouvernant étroitement la pression du système primaire. On étudie actuellement d'autres conclusions concernant le refroidissement en "reflux" comme mécanisme de dissipation de la chaleur résiduelle et l'effet de l'azote de l'accumulateur sur l'efficacité du générateur de vapeur.

Essais futurs - exercice 1980-81

Pendant cette période, on effectuera toutes les brèches projetées (série L3), la plupart des transitoires de fonctionnement (série L6) et la première brèche de dimension intermédiaire (série L5). Cela comprend :

Essai	Date limite	Observations
L3-5	Oct. 1980	Petite brèche (4 inches), pompes à l'arrêt, à utiliser comme référence pour l'essai suivant.
L3-6	Déc. 1980	Petite brèche (4 inches), pompes en fonctionnement. La NRR a demandé ces deux essais en première urgence.
L6-7 L3-3	Mars 1981	Perte de l'eau alimentaire amorçant une petite brèche (1 inch). Demandé spécifiquement par NRR pour compléter la gamme de conditions à envisager dans les petites brèches.
L6-2	Oct. 1980	Transitoire de fonctionnement; perte de l'écoulement primaire.
L6-3	Juil. 1981	Transitoire de fonctionnement; rupture de tubes du générateur de vapeur.
L5-1	Août 1981	Brèche intermédiaire.

Chaque transitoire de fonctionnement a été choisi comme étant le plus sévère dans son groupe du Chap. 15. Chacun ne demande que très peu de temps pour agir mais fournit cependant les données nécessaire pour l'évaluation des codes transitoires et pour une comparaison directe avec le comportement des réacteurs à eau pressurisée commerciaux. Les données obtenues à partir de cette série seront également utilisées pour planifier une série d'ATWS durant l'exercice 1983.

L'essai de brèche intermédiaire a été prévu en anticipant qu'après analyse des résultats des essais de grosses et de petites brèches, des tailles de brèche intermédiaire seront identifiées comme présentant des problèmes de sûreté.

Exercice 1982

Pendant cette année, le programme revient, pour les achever, aux travaux non terminés dans le domaine des grosses brèches (série L2) :

Essai	Date	Observations
L2-5	Nov. 1981	Grosse brèche avec coeur fonctionnant à une puissance spécifique maximum de 12 kW/ft, perte des sources électriques externes. On prévoit l'endommagement du combustible et la nécessité de remplacer l'élément central. L'incertitude quant au résultat et la référence à l'"Appendix K" souligne la nécessité de cet essai.
L6-4	Mai 1981	Transitoire de fonctionnement; retrait de la barre de contrôle.
L5-2	Juin	Brèche intermédiaire.
L2-4	Sept. 1982	Grosse brèche à puissance spécifique maximum de 16 kW/ft, peut-être perte des sources électriques externes. On reconnaît la nécessité de procéder à un essai aux puissances les plus élevées autorisées. Il faudra ensuite effectuer un changement complet du coeur.

Exercices 1983 et 1984

Pendant cette période, le programme complètera la série des grosses brèches et les autres modes de refroidissement de secours, et étudiera les ATWS et d'autres phénomènes :

Essai	Date	Observations
L2-6	Mars 1983	Grosse brèche, combustible prépressurisé. Jusqu'à cet essai, on n'utilisera que du combustible non pressurisé. Cet essai identifiera l'effet du LOCA sur le gonflement de la gaine et la détérioration subséquente du coeur. Les ingénieurs de la NRC qui travaillent sur le combustible sont très intéressés par cet essai. On devra au moins remplacer le combustible central après cet essai.

L6-8	Juil. 1983	ATWS
L7-1	Juil. 1983	Grosse brèche, rupture simultanée de tubes du générateur de vapeur.
L6-9	Sept. 1983	ATWS
L7-2	Oct. 1983	Grosse brèche, rupture simultanée de tubes du générateur de vapeur.
L4-1	Déc. 1983	Grosse brèche avec injection de secours dans l'espace annulaire.
L4-2	Mars 1984	Grosse brèche avec injection de secours dans le plenum supérieur.
L4-3	Mai 1984	Grosse brèche avec injection combinée dans les branches chaude et froide.

En plus de ces transitoires et de ces expériences d'accidents de perte de réfrigérant, le programme LOFT donne des résultats dans d'autres domaines important pour la NRC.

Instrumentation de la centrale

LOFT sert de banc d'essai pour l'instrumentation destinée à contrôler le comportement du réfrigérant pendant les accidents; par exemple, l'instrumentation proposée pour les centrales commerciales, pour satisfaire aux prescriptions de la NRC faisant suite à TMI et destinée à mesurer le niveau liquide dans la cuve du réacteur, sera essayée dans LOFT.

Amélioration des matériels d'affichage et de diagnostic de la salle de contrôle

LOFT a installé des matériels d'affichage visuels dans la salle de contrôle pour contrôler les paramètres de sûreté importants pendant les transitoires et les accidents. Ces matériels ont été éprouvés au cours d'essais récents et peuvent se révéler des prototypes pour l'affichage des paramètres de sûreté et les prescriptions en matière support technique centrale sur le site dans les réacteurs commerciaux.

Essais d'endommagement grave du combustible

L'une des leçons de l'accident de TMI est qu'il faudra accomplir beaucoup plus de travail pour étudier le comportement du combustible gravement endommagé pendant les accidents. Nous examinons actuellement l'intérêt d'exécuter quelques essais d'endommagement grave du coeur dans LOFT à la fin du programme d'essai actuellement prévu.

Référence

J.D. Burtt, LOFT Experimental Program Document, (Draft: January 15, 1980).

INTERNATIONAL ATOMIC ENERGY AGENCY

Atomic Energy: Application of Agency Safeguards in the United States

Agreement, with protocol, done at Vienna November 18, 1977;
Transmitted by the President of the United States of America to the Senate February 9, 1978 (S. Ex. B, 95th Cong., 2d Sess.);
Reported favorably by the Senate Committee on Foreign Relations June 27, 1980 (S. Ex. Rep. No. 96–42, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate, subject to understandings, July 2, 1980;
Ratified by the President, subject to said understandings, July 31, 1980;
Proclaimed by the President December 31, 1980;
Entered into force December 9, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement with the International Atomic Energy Agency for the Application of Safeguards in the United States of America, with Protocol, was initialed at Vienna on November 18, 1977, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of July 2, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Agreement, with Protocol, subject to the following understandings:

1. That the President shall notify the Committee on Foreign Relations of the Senate and the Committee on Foreign Affairs of the House of Representatives of any proposed addition to the list, to be provided to the International Atomic Energy Agency pursuant to Article 1(b) of the Agreement, of nuclear facilities within the United States eligible for International Atomic Energy Agency inspections, together with an explanation of the basis upon which the determination was made that any such facility did not have a

direct national security significance, not less than 60 days prior to such proposed addition being provided to the International Atomic Energy Agency, during which period the Congress may disapprove such addition by joint resolution by reason of direct national security significance, under procedures identical to those provided for the consideration of resolutions pursuant to section 130 of the Atomic Energy Act of 1954 as amended.

2. That the President shall assure that concerned licensees within the United States are consulted in advance of, and that their views and interests are considered in, any negotiations with the International Atomic Energy Agency concerning the application to a particular facility of Subsidiary Arrangements made pursuant to Article 39 of the Agreement.

3. That the President shall establish and maintain an appropriate interagency mechanism, comprised of the relevant Executive Branch agencies, and with the participation of the Nuclear Regulatory Commission, under the chairmanship of the Department of State, for the purpose of coordinating policy, and of resolving disputes, relating to the implementation of International Atomic Energy Agency safeguards under the Agreement, and, further, that the Congress shall be kept informed of the functions and procedures of such interagency mechanism.

4. That in the event of any question of interpretation of the Agreement, the Nuclear Regulatory Commission shall seek and be bound by guidance from the President. Neither this understanding nor any other in this resolution shall in any way alter the responsibilities of the Nuclear Regulatory Commission under the Agreement or in any way limit the existing authorities and responsibilities of the Nuclear Regulatory Commission.

5. That the Agreement shall not be construed to require the communication to the International Atomic Energy Agency of "Restricted Data" controlled by the provisions of the Atomic Energy Act of 1954, as amended, including data concerning the design, manufacture, or utilization of atomic weapons.

The President of the United States of America ratified the Agreement, with Protocol, subject to the aforementioned understandings, on July 31, 1980, in pursuance of the advice and consent of the Senate;

The United States of America notified the International Atomic Energy Agency on December 9, 1980, that its constitutional and statutory requirements for entry into force of the Agreement, with Protocol, had been met;

The Agreement, with Protocol, subject to the understandings entered into force for the United States of America on December 9, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Agreement, with Protocol,

subject to the aforementioned understandings, to the end that they be observed and fulfilled with good faith on and after December 9, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of December
[SEAL] in the year of our Lord one thousand nine hundred eighty and of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:
EDMUND S. MUSKIE
Secretary of State

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN THE UNITED STATES OF AMERICA

WHEREAS the United States of America (hereinafter referred to as the "United States") is a Party to the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as the "Treaty") which was opened for signature at London, Moscow and Washington on 1 July 1968 and which entered into force on 5 March 1970;[1]

WHEREAS States Parties to the Treaty undertake to co-operate in facilitating the application of International Atomic Energy Agency (hereinafter referred to as the "Agency") safeguards on peaceful nuclear activities;

WHEREAS non-nuclear-weapon States Parties to the Treaty undertake to accept safeguards, as set forth in an agreement to be negotiated and concluded with the Agency, on all source or special fissionable material in all their peaceful nuclear activities for the exclusive purpose of verification of the fulfilment of their obligations under the Treaty with a view to preventing diversion of nuclear energy from peaceful uses to nuclear weapons or other nuclear explosive devices;

WHEREAS the United States, a nuclear-weapon State as defined by the Treaty, has indicated that at such time as safeguards are being generally applied in accordance with paragraph 1 of Article III of the Treaty, the United States will permit the Agency to apply its safeguards to all nuclear activities in the United States—excluding only those with direct national security significance—by concluding a safeguards agreement with the Agency for that purpose;

WHEREAS the United States has made this offer and has entered into this agreement for the purpose of encouraging widespread adherence to the Treaty by demonstrating to non-nuclear-weapon States that they would not be placed at a commercial disadvantage by reason of the application of safeguards pursuant to the Treaty;

WHEREAS the purpose of a safeguards agreement giving effect to this offer by the United States would thus differ necessarily from the purposes of safeguards agreements concluded between the Agency and non-nuclear-weapon States Party to the Treaty;

WHEREAS it is in the interest of Members of the Agency, that, without prejudice to the principles and integrity of the Agency's safeguards system, the expenditure of the Agency's financial and other resources for implementation of such an agreement not exceed that necessary to accomplish the purpose of the Agreement;

WHEREAS the Agency is authorized, pursuant to Article III of the Statute of the International Atomic Energy Agency[2] (hereinafter referred to as the "Statute"), to conclude such a safeguards agreement;

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[1] TIAS 6839; 21 UST 483.

[2] Done Oct. 26, 1956. TIAS 3873, 5284, 7668; 8 UST 1095; 14 UST 135; 24 UST 1637.

Now, THEREFORE, the United States and the Agency have agreed as follows:

PART I

ARTICLE 1

(a) The United States undertakes to permit the Agency to apply safeguards, in accordance with the terms of this Agreement, on all source or special fissionable material in all facilities within the United States, excluding only those facilities associated with activities with direct national security significance to the United States, with a view to enabling the Agency to verify that such material is not withdrawn, except as provided for in this Agreement, from activities in facilities while such material is being safeguarded under this Agreement.

(b) The United States shall, upon entry in force of this Agreement, provide the Agency with a list of facilities within the United States not associated with activities with direct national security significance to the United States and may, in accordance with the procedures set forth in Part II of this Agreement, add facilities to or remove facilities from that list as it deems appropriate.

(c) The United States may, in accordance with the procedures set forth in this Agreement, withdraw nuclear material from activities in facilities included in the list referred to in Article 1(b).

ARTICLE 2

(a) The Agency shall have the right to apply safeguards, in accordance with the terms of this Agreement, on all source or special fissionable material in all facilities within the United States, excluding only those facilities associated with activities with direct national security significance to the United States, with a view to enabling the Agency to verify that such material is not withdrawn, except as provided for in this Agreement, from activities in facilities while such material is being safeguarded under this Agreement.

(b) The Agency shall, from time to time, identify to the United States those facilities, selected from the then current list provided by the United States in accordance with Article 1(b), in which the Agency wishes to apply safeguards, in accordance with the terms of this Agreement.

(c) In identifying facilities and in applying safeguards thereafter on source or special fissionable material in such facilities, the Agency shall proceed in a manner which the Agency and the United States mutually agree takes into account the requirement on the United States to avoid discriminatory treatment as between United States commercial firms similarly situated.

ARTICLE 3

(a) The United States and the Agency shall co-operate to facilitate the implementation of the safeguards provided for in this Agreement.

(b) The source or special fissionable material subject to safeguards under this Agreement shall be that material in those facilities which shall have been identified by the Agency at any given time pursuant to Article 2(b).

(c) The safeguards to be applied by the Agency under this Agreement on source or special fissionable material in facilities in the United States shall be implemented by the same procedures followed by the Agency in applying its safeguards on similar material in similar facilities in non-nuclear-weapon States under agreements pursuant to paragraph 1 of Article III of the Treaty.

ARTICLE 4

The safeguards provided for in this Agreement shall be implemented in a manner designed:

(a) To avoid hampering the economic and technological development of the United States or international co-operation in the field of peaceful nuclear activities, including international exchange of nuclear material;

(b) To avoid undue interference in peaceful nuclear activities of the United States and in particular in the operation of facilities; and

(c) To be consistent with prudent management practices required for the economic and safe conduct of nuclear activities.

ARTICLE 5

(a) The agency shall take every precaution to protect commercial and industrial secrets and other confidential information coming to its knowledge in the implementation of this Agreement.

(b) (i) The Agency shall not publish or communicate to any State, organization or person any information obtained by it in connection with the implementation of this Agreement, except that specific information relating to the implementation thereof may be given to the Board of Governors of the Agency (hereinafter referred to as "the Board") and to such Agency staff members as require such knowledge by reason of their official duties in connection with safeguards, but only to the extent necessary for the Agency to fulfill its responsibilities in implementing this Agreement.

(ii) Summarized information on nuclear material subject to safeguards under this Agreement may be published upon the decision of the Board if the United States agrees thereto.

ARTICLE 6

(a) The Agency shall, in implementing safeguards pursuant to this Agreement, take full account of technological developments in the field of safeguards, and shall make every effort to ensure optimum cost-effectiveness and the application of the principle of safeguarding effectively the flow of nuclear material subject to safeguards under this Agreement by use of instruments and other techniques at certain strategic points to the extent that present or future technology permits.

(b) In order to ensure optimum cost-effectiveness, use shall be made, for example, of such means as:

(i) Containment as a means of defining material balance areas for accounting purposes;

(ii) Statistical techniques and random sampling in evaluating the flow of nuclear material; and

(iii) Concentration of verification procedures on those stages in the nuclear fuel cycle involving the production, processing, use or storage of nuclear material from which nuclear weapons or other nuclear explosive devices could readily be made, and minimization of verification procedures in respect of other nuclear material, on condition that this does not hamper the Agency in applying safeguards under this Agreement.

ARTICLE 7

(a) The United States shall establish and maintain a system of accounting for and control of all nuclear material subject to safeguards under this Agreement.

(b) The Agency shall apply safeguards in accordance with Article 3(c) in such a manner as to enable the Agency to verify, in ascertaining that there has been no withdrawal of nuclear material, except as provided for in this Agreement, from activities in facilities while such material is being safeguarded under this Agreement, findings of the accounting and control system of the United States. The Agency's verification shall include, inter alia, independent measurements and observations conducted by the Agency in accordance with the procedures specified in Part II. The Agency, in its verification, shall take due account of the technical effectiveness of the system of the United States.

ARTICLE 8

(a) In order to ensure the effective implementation of safeguards under this Agreement, the United States shall, in accordance with the provisions set out in Part II, provide the Agency with information concerning nuclear material subject to safeguards

under this Agreement and the features of facilities relevant to safeguarding such material.

(b) (i) The Agency shall require only the minimum amount of information and data consistent with carrying out its responsibilities under this Agreement.

(ii) Information pertaining to facilities shall be the minimum necessary for safeguarding nuclear material subject to safeguards under this Agreement.

(c) If the United States so requests, the Agency shall be prepared to examine on premises of the United States design information which the United States regards as being of particular sensitivity. Such information need not be physicially transmitted to the Agency provided that it remains readily available for further examination by the Agency on premises of the United States.

ARTICLE 9

(a) (i) The Agency shall secure the consent of the United States to the designation of Agency inspectors to the United States.

(ii) If the United States, either upon proposal of a designation or at any other time after designation has been made, objects to the designation, the Agency shall propose to the United States an alternative designation or designations.

(iii) If, as a result of the repeated refusal of the United States to accept the designation of Agency inspectors, inspections to be conducted under this Agreement would be impeded, such refusal shall be considered by the Board, upon referral by the Director General of the Agency (hereinafter referred to as "the Director General") with a view to its taking appropriate action.

(b) The United States shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.

(c) The visits and activities of Agency inspectors shall be so arranged as:

(i) To reduce to a minimum the possible inconvenience and disturbance to the United States and to the peaceful nuclear activities inspected; and

(ii) To ensure protection of industrial secrets or any other confidential information coming to the inspectors' knowledge.

ARTICLE 10

The provisions of the International Organizations Immunities Act of the United States of America[1] shall apply to Agency inspectors

[1] 59 Stat. 669; 22 U.S.C. §288 note.

performing functions in the United States under this Agreement and to any property of the Agency used by them.

ARTICLE 11

Safeguards shall terminate on nuclear material upon determination by the Agency that the material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practicably irrecoverable.

ARTICLE 12

(a) If the United States intends to exercise its right to withdraw nuclear material from activities in facilities identified by the Agency pursuant to Articles 2(b) and 39(b) other that those facilities removed, pursuant to Article 34(b)(i) from the list provided for by Article 1(b) and to transfer such material to a destination in the United States other than to a facility included in the list established and maintained pursuant to Articles 1(b) and 34, the United States shall notify the Agency in advance of such withdrawal. Nuclear material in respect of which such notification has been given shall cease to be subject to safeguards under this Agreement as from the time of its withdrawal.

(b) Nothing in this Agreement shall effect the right of the United States to transfer material subject to safeguards under this Agreement to destinations not within or under the jurisdiction of the United States. The United States shall provide the Agency with information with respect to such transfers in accordance with Article 89. The Agency shall keep records of each such transfer and, where applicable, of the re-application of safeguards to the transferred nuclear material.

ARTICLE 13

Where nuclear material subject to safeguards under this Agreement is to be used in non-nuclear activities, such as the production of alloys or ceramics, the United States shall agree with the Agency, before the material is so used, on the circumstances under which the safeguards on such material may be terminated.

ARTICLE 14

The United States and the Agency will bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if the United States or persons under its jurisdiction incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses provided that it has agreed in advance to do so. In any case the Agency shall bear the cost of any additional measuring or sampling which inspectors may request.

ARTICLE 15

In carrying out its functions under this Agreement within the United States, the Agency and its personnel shall be covered to the same extent as nationals of the United States by any protection against third-party liability provided under the Price-Anderson Act, [1] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents.

ARTICLE 16

Any claim by the United States against the Agency or by the Agency against the United States in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

ARTICLE 17

If the Board, upon report of the Director General, decides that an action by the United States is essential and urgent in order to ensure compliance with this Agreement, the Board may call upon the United States to take the required action without delay, irrespective of whether procedures have been invoked pursuant to Article 21 for the settlement of a dispute.

ARTICLE 18

If the Board, upon examination of relevant information reported to it by the Director General, determines there has been any non-compliance with this Agreement, the Board may call upon the United States to remedy forthwith such non-compliance. In the event there is a failure to take fully corrective action within a reasonable time, the Board may make the reports provided for in paragraph C of Article XII of the Statute and may also take, where applicable, the other measures provided for in that paragraph. In taking such action the Board shall take account of the degree of assurance provided by the safeguards measures that have been applied and shall afford the United States every reasonable opportunity to furnish the Board with any necessary reassurance.

ARTICLE 19

The United States and the Agency shall, at the request of either, consult about any question arising out of the interpretation or application of this Agreement.

ARTICLE 20

The United States shall have the right to request that any question arising out of the interpretation or application of this Agreement be

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[1] 71 Stat. 576; 42 U.S.C. §2210.

considered by the Board. The Board shall invite the United States to participate in the discussion of any such question by the Board.

ARTICLE 21

Any dispute arising out of the interpretation or application of this Agreement, except a dispute with regard to a determination by the Board under Article 18 or an action taken by the Board pursuant to such a determination which is not settled by negotiation or another procedure agreed to by the United States and the Agency shall, at the request of either, be submitted to an arbitral tribunal composed as follows: The United States and the Agency shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If, within thirty days of the request for arbitration, either the United States or the Agency has not designated an arbitrator, either the United States or the Agency may request the President of the international Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on the United States and the Agency.

ARTICLE 22

The Parties shall institute steps to suspend the application of Agency safeguards in the United States under other safeguards agreements with the Agency while this Agreement is in force. However, the United States and the Agency shall ensure that nuclear material being safeguarded under this Agreement shall be at all times at least equivalent in amount and composition to that which would be subject to safeguards in the United States under the agreements in question. The detailed arrangements for the implementation of this provision shall be specified in the subsidiary arrangements provided for in Article 39, and shall reflect the nature of any undertaking given under such other safeguards agreements

ARTICLE 23

(a) The United States and the Agency shall, at the request of either, consult each other on amendments to this Agreement.

(b) All amendments shall require the agreement of the United States and the Agency.

ARTICLE 24

This Agreement or any amendments thereto shall enter into force on the date on which the Agency receives from the United States

written notification that statutory and constitutional requirements of the United States for entry into force have been met.[1]

ARTICLE 25

The Director General shall promptly inform all Member States of the Agency of the entry into force of this Agreement, or of any amendments thereto.

ARTICLE 26

The Agreement shall remain in force as long as the United States is a party to the Treaty except that the Parties to this Agreement shall, upon the request of either of them, consult and, to the extent mutually agreed, modify this Agreement in order to ensure that it continues to serve the purpose for which it was originally intended. If the Parties are unable after such consultation to agree upon necessary modifications, either Party may, upon six months' notice, terminate this Agreement.

PART II

ARTICLE 27

The purpose of this part of the Agreement is to specify the procedures to be applied in the implementation of the safeguards provisions of Part I.

ARTICLE 28

The objective of the safeguards procedures set forth in this part of the Agreement is the timely detection of withdrawal, other than in accordance with the terms of this Agreement, of significant quantities of nuclear material from activities in facilities while such material is being safeguarded under this Agreement.

ARTICLE 29

For the purpose of achieving the objective set forth in Article 28, material accountancy shall be used as a safeguards measure of fundamental importance, with containment and surveillance as important complementary measures.

ARTICLE 30

The technical conclusion of the Agency's verification activities shall be a statement, in respect of each material balance area, of the amount of material unaccounted for over a specific period, and giving the limits of accuracy of the amounts stated.

ARTICLE 31

Pursuant to Article 7, the Agency, in carrying out its verification activities, shall make full use of the United States' system of account-

[1] Dec. 9, 1980.

ing for and control of all nuclear material subject to safeguards under this Agreement and shall avoid unnecessary duplication of the United States' accounting and control activities.

ARTICLE 32

The United States' system of accounting for and control of all nuclear material subject to safeguards under this Agreement shall be based on a structure of material balance areas, and shall make provision, as appropriate and specified in the Subsidiary Arrangements, for the establishment of such measures as:

(a) A measurement system for the determination of the quantities of nuclear material received, produced, shipped, lost or otherwise removed from inventory, and the quantities on inventory.

(b) The evaluation of precision and accuracy of measurements and the estimation of measurement uncertainty;

(c) Procedures for identifying, reviewing and evaluating differences in shipper/receiver measurements;

(d) Procedures for taking a physical inventory;

(e) Procedures for the evaluation of accumulations of unmeasured inventory and unmeasured losses;

(f) A system of records and reports showing, for each material balance area, the inventory of nuclear material and the changes in that inventory including receipts into and transfers out of the material balance area;

(g) Provisions to ensure that the accounting procedures and arrangements are being operated correctly; and

(h) Procedures for the provision of reports to the Agency in accordance with Articles 57 through 63 and 65 through 67.

ARTICLE 33

Safeguards under this Agreement shall not apply to material in mining or ore processing activities.

ARTICLE 34

The United States may, at any time, notify the Agency of any facility or facilities to be added to or removed from the list provided for in Article 1(b):

(a) In case of addition to the list, the notification shall specify the facility or facilities to be added to the list and the date upon which the addition is to take effect;

(b) In the case of removal from the list of a facility or facilities then currently identified pursuant to Articles 2(b) or 39(b):

(i) The Agency shall be notified in advance and the notification shall specify: the facility or facilities being removed, the date of removal, and the quantity and composition of the nuclear material contained therein at the time of notification. In exceptional circumstances, the United States may remove facilities without giving advance notification;

(ii) Any facility in respect of which notification has been given in accordance with sub-paragraph (i) shall be removed from the list and the nuclear material contained therein shall cease to be subject to safeguards under this Agreement in accordance with and at the time specified in the notification by the United States.

(c) In the case of removal from the list of a facility or facilities not then currently identified pursuant to Articles 2(b) or 39(b), the notification shall specify the facility or facilities being removed and the date of removal. Such facility or facilities shall be removed from the list at the time specified in the notification by the United States.

ARTICLE 35

(a) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement, under the conditions set forth in Article 11. Where the conditions of that Article are not met, but the United States considers that the recovery of safeguarded nuclear material from residues is not for the time being practicable or desirable, the United States and the Agency shall consult on the appropriate safeguards measures to be applied.

(b) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement, under the conditions set forth in Article 13, provided that the United States and the Agency agree that such nuclear material is practicably irrecoverable.

ARTICLE 36

At the request of the United States, the Agency shall exempt from safeguards nuclear material, which would otherwise be subject to safeguards under this Agreement, as follows:

(a) Special fissionable material, when it is used in gram quantities or less as a sensing component in instruments;

(b) Nuclear material, when it is used in non-nuclear activities in accordance with Article 13, if such nuclear material is recoverable; and

(c) Plutonium with an isotopic concentration of plutonium-238 exceeding 80%.

ARTICLE 37

At the request of the United States, the Agency shall exempt from safeguards nuclear material that would otherwise be subject to safeguards under this Agreement, provided that the total quantity of nuclear material which has been exempted in the United States in accordance with this Article may not at any time exceed:

(a) One kilogram in total of special fissionable material, which may consist of one or more of the following:

(i) Plutonium;

(ii) Uranium with an enrichment of 0.2 (20%) and above, taken account of by multiplying its weight by its enrichment; and

(iii) Uranium with an enrichment below 0.2 (20%) and above that of natural uranium, taken account of by multiplying its weight by five times the square of its enrichment;

(b) Ten metric tons in total of natural uranium and depleted uranium with an enrichment above 0.005 (0.5%);

(c) Twenty metric tons of depleted uranium with an enrichment of 0.005 (0.5%) or below; and

(d) Twenty metric tons of thorium;

or such greater amounts as may be specified by the Board for uniform application.

ARTICLE 38

If exempted nuclear material is to be processed or stored together with nuclear material subject to safeguards under this Agreement, provision shall be made for the re-application of safeguards thereto.

ARTICLE 39

(a) The United States and the Agency shall make Subsidiary Arrangements which shall:

(i) contain a current listing of those facilities identified by the Agency pursuant to Article 2(b) and thus containing nuclear material subject to safeguards under this Agreement; and

(ii) specify in detail, to the extent necessary to permit the Agency to fulfil its responsibilities under this Agreement in an effective and efficient manner, how the procedures laid down in this Agreement are to be applied.

(b) (i) After entry into force of this Agreement, the Agency shall identify to the United States, from the list provided in accordance with Article 1(b), those facilities to be included in the initial Subsidiary Arrangements listing;

(ii) The Agency may thereafter identify for inclusion in the Subsidiary Arrangements listing additional facilities from the list provided in accordance with Article 1(b) as that list may have been modified in accordance with Article 34.

(c) The Agency shall also designate to the United States those facilities to be removed from the Subsidiary Arrangements listing which have not otherwise been removed pursuant to notification by the United States in accordance with Article 34. Such facility or facilities shall be removed from the Subsidiary Arrangements listing upon such designation to the United States.

(d) The Subsidiary Arrangements may be extended or changed by agreement between the Agency and the United States without amendment to this Agreement.

ARTICLE 40

(a) With respect to those facilities which shall have been identified by the Agency in accordance with Article 39(b)(i), such Subsidiary Arrangements shall enter into force at the same time as, or as soon as possible after, entry into force of this Agreement. The United States and the Agency shall make every effort to achieve their entry into force within 90 days after entry into force of this Agreement; an extension of that period shall require agreement between the United States and the Agency.

(b) With respect to facilities which, after the entry into force of this Agreement, have been identified by the Agency in accordance with Article 39(b)(ii) for inclusion in the Subsidiary Arrangements listing, the United States and the Agency shall make every effort to achieve the entry into force of such Subsidiary Arrangements within ninety days following such identification to the United States; an extension of that period shall require agreement between the Agency and the United States.

(c) Upon identification of a facility by the Agency in accordance with Article 39(b), the United States shall provide the Agency promptly with the information required for completing the Subsidiary Arrangements, and the Agency shall have the right to apply the procedures set forth in this Agreement to the nuclear material listed in the inventory provided for in Article 41, even if the Subsidiary Arrangements have not yet entered into force.

ARTICLE 41

The Agency shall establish, on the basis of the initial reports referred to in Article 60(a) below, a unified inventory of all nuclear material in the United States subject to safeguards under this Agreement, irrespective of its origin, and shall maintain this inventory on the basis of subsequent reports concerning those facilities, of the initial reports referred to in Article 60(b), of subsequent reports concerning

the facilities listed pursuant to Article 39(b)(ii), and of the results of its verification activities. Copies of the inventory shall be made available to the United States at intervals to be agreed.

ARTICLE 42

Pursuant to Article 8, design information in respect of facilities identified by the Agency in accordance with Article 39(b)(i) shall be provided to the Agency during the discussion of the Subsidiary Arrangements. The time limits for the provision of design information in respect of any facility which is identified by the Agency in accordance with Article 39(b)(ii) shall be specified in the Subsidiary Arrangements and such information shall be provided as early as possible after such identification.

ARTICLE 43

The design information to be provided to the Agency shall include, in respect of each facility identified by the Agency in accordance with Article 39(b), when applicable:

(a) The identification of the facility, stating its general character, purpose, nominal capacity and geographic location, and the name and address to be used for routine business purposes;

(b) A description of the general arrangement of the facility with reference, to the extent feasible, to the form, location and flow of nuclear material and to the general layout of important items of equipment which use, produce or process nuclear material;

(c) A description of features of the facility relating to material accountancy, containment and surveillance; and

(d) A description of the existing and proposed procedures at the facility for nuclear material accountancy and control, with special reference to material balance areas established by the operator, measurements of flow and procedures for physical inventory taking.

ARTICLE 44

Other information relevant to the application of safeguards shall also be provided to the Agency in respect of each facility identified by the Agency in accordance with Article 39(b), in particular on organizational responsibility for material accountancy and control. The United States shall provide the Agency with supplementary information on the health and safety procedures which the Agency shall observe and with which the inspectors shall comply at the facility.

ARTICLE 45

The Agency shall be provided with design information in respect of a modification relevant for safeguards purposes, for examination,

and shall be informed of any change in the information provided to it under Article 44, sufficiently in advance for the safeguards procedures to be adjusted when necessary.

ARTICLE 46

The design information provided to the Agency shall be used for the following purposes:

(a) To identify the features of facilities and nuclear material relevant to the application of safeguards to nuclear material in sufficient detail to facilitate verification;

(b) To determine material balance areas to be used for Agency accounting purposes and to select those strategic points which are key measurement points and which will be used to determine flow and inventory of nuclear material; in determining such material balance areas the Agency shall, inter alia, use the following criteria:

(i) The size of the material balance area shall be related to the accuracy with which the material balance can be established;

(ii) In determining the material balance area, advantage shall be taken of any opportunity to use containment and surveillance to help ensure the completeness of flow measurements and thereby to simplify the application of safeguards and to concentrate measurement efforts at key measurement points;

(iii) A number of material balance areas in use at a facility or at distinct sites may be combined in one material balance area to be used for Agency accounting purposes when the Agency determines that this is consistent with its verification requirements; and

(iv) A special material balance area may be established at the request of the United States around a process step involving commercially sensitive information;

(c) To establish the nominal timing and procedures for taking of physical inventory of nuclear material for Agency accounting purposes;

(d) To establish the records and reports requirements and records evaluation procedures;

(e) To establish requirements and procedures for verification of the quantity and location of nuclear material; and

(f) To select appropriate combinations of containment and surveillance methods and techniques at the strategic points at which they are to be applied.

The results of the examination of the design information shall be included in the Subsidiary Arrangements.

ARTICLE 47

Design information shall be re-examined in the light of changes in operating conditions, of developments in safeguards technology or of experience in the application of verification procedures, with a view to modifying the action the Agency has taken pursuant to Article 46.

ARTICLE 48

The Agency, in co-operation with the United States, may send inspectors to facilities to verify the design information provided to the Agency pursuant to Article 42 through 45, for the purposes stated in Article 46.

ARTICLE 49

In establishing a national system of materials control as referred to in Article 7, the United States shall arrange that records are kept in respect of each material balance area determined in accordance with Article 46(b). The records to be kept shall be described in the Subsidiary Arrangements.

ARTICLE 50

The United States shall make arrangements to facilitate the examination of records referred to in Article 49 by inspectors.

ARTICLE 51

Records referred to in Article 49 shall be retained for at least five years.

ARTICLE 52

Records referred to in Article 49 shall consist, as appropriate, of:

(a) Accounting records of all nuclear material subject to safeguards under this Agreement; and

(b) Operating records for facilities containing such nuclear material.

ARTICLE 53

The system of measurements on which the records used for the preparation of reports are based shall either conform to the latest international standards or be equivalent in quality to such standards.

ARTICLE 54

The accounting records referred to in Article 52(a) shall set forth the following in respect of each material balance area determined in accordance with Article 46(b):

(a) All inventory changes, so as to permit a determination of the book inventory at any time;

(b) All measurement results that are used for determination of the physical inventory; and

(c) All adjustments and corrections that have been made in respect of inventory changes, book inventories and physical inventories.

ARTICLE 55

For all inventory changes and physical inventories the records referred to in Article 52(a) shall show, in respect of each batch of nuclear material: material identification, batch data and source data. The records shall account for uranium, thorium and plutonium separately in each batch of nuclear material. For each inventory change, the date of the inventory change and, when appropriate, the originating material balance area and the receiving material balance area or the recipient shall be indicated.

ARTICLE 56

The operating records referred to in Article 52(b) shall set forth, as appropriate, in respect of each material balance area determined in accordance with Article 46(b):

(a) Those operating data which are used to establish changes in the quantities and composition of nuclear material;

(b) The data obtained from the calibration of tanks and instruments and from sampling and analyses, the procedures to control the quality of measurements and the derived estimates of random and systematic error;

(c) A description of the sequence of the actions taken in preparing for, and in taking, a physical inventory, in order to ensure that it is correct and complete; and

(d) A description of the actions taken in order to ascertain the cause and magnitude of any accidental or unmeasured loss that might occur.

ARTICLE 57

The United States shall provide the Agency with reports as detailed in Articles 58 through 67 in respect of nuclear material subject to safeguards under this Agreement.

ARTICLE 58

Reports shall be made in English.

ARTICLE 59

Reports shall be based on the records kept in accordance with Articles 49 through 56 and shall consist, as appropriate, of accounting reports and special reports.

ARTICLE 60

The United States shall provide the Agency with an initial report on all nuclear material contained in each facility which becomes listed in the Subsidiary Arrangements in accordance with Article 39(b):

(a) With respect to those facilities listed pursuant to Article 39(b)(i), such reports shall be dispatched to the Agency within thirty days of the last day of the calendar month in which this Agreement enters into force, and shall reflect the situation as of the last day of that month.

(b) With respect to each facility listed pursuant to Article 39(b)(ii), an initial report shall be dispatched to the Agency within thirty days of the last day of the calendar month in which the Agency identifies the facility to the United States and shall reflect the situation as of the last day of that month.

ARTICLE 61

The United States shall provide the Agency with the following accounting reports for each material balance area determined in accordance with Article 46(b):

(a) Inventory change reports showing all changes in the inventory of nuclear material. The reports shall be dispatched as soon as possible and in any event within thirty days after the end of the month in which the inventory changes occurred or were established; and

(b) Material balance reports showing the material balance based on a physical inventory of nuclear material actually present in the material balance area. The reports shall be dispatched as soon as possible and in any event within thirty days after the physical inventory has been taken.

The reports shall be based on data available as of the date of reporting and may be corrected at a later date, as required.

ARTICLE 62

Inventory change reports submitted in accordance with Article 61(a) shall specify identification and batch data for each batch of nuclear material, the date of the inventory change, and, as appropriate, the originating material balance area and the receiving material balance area or the recipient. These reports shall be accompanied by concise notes:

(a) Explaining the inventory changes, on the basis of the operating data contained in the operating records provided for under Article 56(a); and

(b) Describing, as specified in the Subsidiary Arrangements, the anticipated operational programme, particularly the taking of a physical inventory.

ARTICLE 63

The United States shall report each inventory change, adjustment and correction, either periodically in a consolidated list or individually. Inventory changes shall be reported in terms of batches. As specified in the Subsidiary Arrangements, small changes in inventory of nuclear materials, such as transfers of analytical samples, may be combine in one batch and reported as one inventory change.

ARTICLE 64

The Agency shall provide the United States with semi-annual statements of book inventory of nuclear material subject to safeguards under this Agreement, for each material balance area, as based on the inventory change reports for the period covered by each such statement.

ARTICLE 65

Material balance reports submitted in accordance with Article 61(b) shall include the following entries, unless otherwise agreed by the United States and the Agency:

(a) Beginning physical inventory;

(b) Inventory changes (first increases, then decreases);

(c) Ending book inventory;

(d) Shipper/receiver differences;

(e) Adjusted ending book inventory;

(f) Ending physical inventory; and

(g) Material unaccounted for.

A statement of the physical inventory, listing all batches separately and specifying material identification and batch data for each batch, shall be attached to each material balance report.

ARTICLE 66

The United States shall make special reports without delay:

(a) If any unusual incident or circumstances lead the United States to believe that there is or may have been loss of nuclear material subject to safeguards under this Agreement that exceeds the limits specified for this purpose in the Subsidiary Arrangements; or

(b) If the containment has unexpectedly changed from that specified in the Subsidiary Arrangements to the extent that unauthorized removal of nuclear material subject to safeguards under this Agreement has become possible.

ARTICLE 67

If the Agency so requests, the United States shall provide it with amplifications or clarifications of any report submitted in accordance

with Articles 57 through 63, 65 and 66, in so far as relevant for the purpose of safeguards.

ARTICLE 68

The Agency shall have the right to make inspections as provided for in Articles 69 through 82.

ARTICLE 69

The Agency may make ad hoc inspections in order to:

(a) Verify the information contained in the initial reports submitted in accordance with Article 60;

(b) Identify and verify changes in the situation which have occurred since the date of the relevant initial report; and

(c) Identify and if possible verify the quantity and composition of the nuclear material subject to safeguards under this Agreement in respect of which the information referred to in Article 89(a) has been provided to the Agency.

ARTICLE 70

The Agency may make routine inspections in order to:

(a) Verify that reports submitted pursuant to Articles 57 through 63, 65 and 66 are consistent with records kept pursuant to Articles 49 through 56;

(b) Verify the location, identity, quantity and composition of all nuclear material subject to safeguards under this Agreement; and

(c) Verify information on the possible causes of material unaccounted for, shipper/receiver differences and uncertainties in the book inventory.

ARTICLE 71

Subject to the procedures laid down in Article 75, the Agency may make special inspections:

(a) In order to verify the information contained in special reports submitted in accordance with Article 66; or

(b) If the Agency considers that information made available by the United States, including explanations from the United States and information obtained from routine inspections, is not adequate for the Agency to fulfil its responsibilities under this Agreement.

An inspection shall be deemed to be special when it is either additional to the routine inspection effort provided for in Articles 76 through 80, or involves access to information or locations in addition to the access specified in Article 74 for ad hoc and routine inspections, or both.

ARTICLE 72

For the purposes specified in Articles 69 through 71, the Agency may:

(a) Examine the records kept pursuant to Articles 49 through 56;

(b) Make independent measurements of all nuclear material subject to safeguards under this Agreement;

(c) Verify the functioning and calibration of instruments and other measuring and control equipment;

(d) Apply and make use of surveillance and containment measures; and

(e) Use other objective methods which have been demonstrated to be technically feasible.

ARTICLE 73

Within the scope of Article 72, the Agency shall be enabled:

(a) To observe that samples at key measurement points for material balance accountancy are taken in accordance with procedures which produce representative samples, to observe the treatment and analysis of the samples and to obtain duplicates of such samples;

(b) To observe that the measurements of nuclear material at key measurement points for material balance accountancy are representative, and to observe the calibration of the instruments and equipment involved;

(c) To make arrangements with the United States that, if necessary:

(i) Additional measurements are made and additional samples taken for the Agency's use;

(ii) The Agency's standard analytical samples are analysed;

(iii) Appropriate absolute standards are used in calibrating instruments and other equipment; and

v) Other calibrations are (icarried out;

(d) To arrange to use its own equipment for independent measurement and surveillance, and if so agreed and specified in the Subsidiary Arrangements to arrange to install such equipment;

(e) To apply its seals and other identifying and tamper-indicating devices to containments, if so agreed and specified in the Subsidiary Arrangements; and

(f) To make arrangements with the United States for the shipping of samples taken for the Agency's use.

ARTICLE 74

(a) For the purposes specified in Article 69 (a) and (b) and until such time as the strategic points have been specified in the

Subsidiary Arrangements, Agency inspectors shall have access to any location where the initial report or any inspections carried out therewith indicate that nuclear material subject to safeguards under this Agreement is present.

(b) For the purposes specified in Article 69(c), the inspectors shall have access to any facility identified pursuant to Articles 2(b) or 39(b) in which nuclear material referred to in Article 69(c) is located.

(c) For the purposes specified in Article 70 the inspectors shall have access only to the strategic points specified in the Subsidiary Arrangements and to the records maintained pursuant to Articles 49 through 56; and

(d) In the event of the United States concluding that any unusual circumstances require extended limitations on access by the Agency, the United States and the Agency shall promptly make arrangements with a view to enabling the Agency to discharge its safeguards responsibilities in the light of these limitations. The Director General shall report each such arrangement to the Board.

ARTICLE 75

In circumstances which may lead to special inspections for the purposes specified in Article 71 the United States and the Agency shall consult forthwith. As a result of such consultations the Agency may:

(a) Make inspections in addition to the routine inspection effort provided for in Articles 76 through 80; and

(b) Obtain access, in agreement with the United States, to information or locations in addition to those specified in Article 74. Any disagreement concerning the need for additional access shall be resolved in accordance with Articles 20 and 21; in case action by the United States is essential and urgent, Article 17 shall apply.

ARTICLE 76

The Agency shall keep the number, intensity and duration of routine inspections, applying optimum timing, to the minimum consistent with the effective implementation of the safeguards procedures set forth in this Agreement, and shall make the optimum and most economical use of inspection resources available to it.

ARTICLE 77

The Agency may carry out one routine inspection per year in respect of facilities listed in the Subsidiary Arrangements pursuant to Article 39 with a content or annual throughput, whichever is greater, of nuclear material not exceeding five effective kilograms.

ARTICLE 78

The number, intensity, duration, timing and mode of routine inspections in respect of facilities listed in the Subsidiary Arrangements pursuant to Article 39 with a content or annual throughput of nuclear material exceeding five effective kilograms shall be determined on the basis that in the maximum or limiting case the inspection regime shall be no more intensive than is necessary and sufficient to maintain continuity of knowledge of the flow and inventory of nuclear material, and the maximum routine inspection effort in respect of such facilities shall be determined as follows:

(a) For reactors and sealed storage installations the maximum total of routine inspection per year shall be determined by allowing one sixth of a man-year of inspection for each such facility;

(b) For facilities, other than reactors or sealed storage installations, involving plutonium or uranium enriched to more than 5%, the maximum total of routine inspection per year shall be determined by allowing for each such facility 30 x $\sqrt{E}$ man-days of inspection per year, where E is the inventory or annual throughput of nuclear material, whichever is greater. expressed in effective kilograms. The maximum established for any such facility shall not, however, be less than 1.5 man-years of inspection; and

(c) For facilities not covered by paragraphs (a) or (b), the maximum total of routine inspection per year shall be determined by allowing for each such facility one third of a man-year of inspection plus 0.4 x E man-days of inspection per year, where E is the inventory or annual throughput of nuclear material, whichever is greater, expressed in effective kilograms.

The United States and the Agency may agree to amend the figures for the maximum inspection effort specified in this Article, upon determination by the Board that such amendment is reasonable.

ARTICLE 79

Subject to Articles 76 through 78 the criteria to be used for determining the actual number, intensity, duration, timing and mode of routine inspections in respect of any facility listed in the Subsidiary Arrangements pursuant to Article 39 shall include:

(a) The form of the nuclear material, in particular, whether the nuclear material is in bulk form or contained in a number of separate items; its chemical composition and, in the case of uranium, whether it is of low or high enrichment; and its accessibility;

(b) The effectiveness of the United States' accounting and control system, including the extent to which the operators of facilities

are functionally independent of the United States' accounting and control system; the extent to which the measures specified in Article 32 have been implemented by the United States; the promptness of reports provided to the Agency; their consistency with the Agency's independent verification; and the amount and accuracy of the material unaccounted for, as verified by the Agency;

(c) Characteristics of that part of the United States fuel cycle in which safeguards are applied under this Agreement, in particular, the number and types of facilities containing nuclear material subject to safeguards under this Agreement, the characteristics of such facilities relevant to safeguards, notably the degree of containment; the extent to which the design of such facilities facilitates verification of the flow and inventory of nuclear material; and the extent to which information from different material balance areas can be correlated;

(d) International interdependence, in particular the extent to which nuclear material, safeguarded under this Agreement, is received from or sent to other States for use or processing; any verification activities by the Agency in connection therewith; and the extent to which activities in facilities in which safeguards are applied under this Agreement are interrelated with those of other States; and

(e) Technical developments in the field of safeguards, including the use of statistical techniques and random sampling in evaluating the flow of nuclear material.

ARTICLE 80

The United States and the Agency shall consult if the United States considers that the inspection effort is being deployed with undue concentration on particular facilities.

ARTICLE 81

The Agency shall give advance notice to the United States of the arrival of inspectors at facilities listed in the Subsidiary Arrangements pursuant to Article 39, as follows:

(a) For ad hoc inspections pursuant to Article 69(c), at least 24 hours; for those pursuant to Article 69(a) and (b), as well as the activities provided for in Article 48, at least one week;

(b) For special inspections pursuant to Article 71, as promptly as possible after the United States and the Agency have consulted as provided for in Article 75, it being understood that notification of arrival normally will constitute part of the consultations; and

(c) For routine inspections pursuant to Article 70 at least twenty-four hours in respect of the facilities referred it in Article 78(b) and sealed storage installations containing plutonium or uranium enriched to more than 5% and one week in all other cases.

Such notice of inspections shall include the names of the inspectors and shall indicate the facilities to be visited and the periods during which they will be visited. If the inspectors are to arrive from outside the United States the Agency shall also give advance notice of the place and time of their arrival in the United States.

ARTICLE 82

Notwithstanding the provisions of Article 81, the Agency may, as a supplementary measure, carry out without advance notification a portion of the routine inspections pursuant to Article 78 in accordance with the principle of random sampling. In performing any unannounced inspections, the Agency shall fully take into account any operational programme provided by the United States pursuant to Article 62(b). Moreover, whenever practicable, and on the basis of the operational programme, it shall advise the United States periodically of its general programme of announced and unannounced inspections, specifying the general periods when inspections are foreseen. In carrying out any unannounced inspections, the Agency shall make every effort to minimize any practical difficulties for the United States and facility operators bearing in mind the relevant provisions of Articles 44 and 87. Similarly the United States shall make every effort to facilitate the task of the inspectors.

ARTICLE 83

The following procedures shall apply to the designation of inspectors:

(a) The Director General shall inform the United States in writing of the name, qualifications, nationality, grade and such other particulars as may be relevant, of each Agency official he proposes for designation as an inspector for the United States;

(b) The United States shall inform the Director General within thirty days of the receipt of such a proposal whether it accepts the proposal;

(c) The Director General may designate each official who has been accepted by the United States as one of the inspectors for the United States, and shall inform the United States of such designations; and

(d) The Director General, acting in response to a request by the United States or on his own initiative, shall immediately inform the United States of the withdrawal of the designation of any official as an inspector for the United States.

However, in respect of inspectors needed for the activities provided for in Article 48 and to carry out ad hoc inspections pursuant to Article 69(a) and (b) the designation procedures shall be completed if possible within thirty days after the entry into force of this Agreement. If such designation appears impossible within this time limit, inspectors for such purposes shall be designated on a temporary basis.

ARTICLE 84

The United States shall grant or renew as quickly as possible appropriate visas, where required, for each inspector designated for United States.

ARTICLE 85

Inspectors, in exercising their functions under Article 48 and 69 to 73, shall carry out their activities in a manner designed to avoid hampering or delaying the construction, commissioning or operation of facilities, or affecting their safety. In particular inspectors shall not operate any facility themselves or direct the staff of a facility to carry out any operation. If inspectors consider that in pursuance of paragraphs 72 and 73, particular operations in a facility should be carried out by the operator, they shall make a request therefor.

ARTICLE 86

When inspectors require services available in the United States, including the use of equipment, in connection with the performance of inspections, the United States shall facilitate the procurement of such services and the use of such equipment by inspectors.

ARTICLE 87

The United States shall have the right to have inspectors accompanied during their inspections by its representatives, provided that inspectors shall not thereby be delayed or otherwise impeded in the exercise of their functions.

ARTICLE 88

The Agency shall inform the United States of:

(a) The results of inspections, at intervals to be specified in the Subsidiary Arrangements; and

(b) The conclusions it has drawn from its verification activities in the United States, in particular by means of statements in respect of each material balance area determined in accordance with Article 46(b) which shall be made as soon as possible after a physical inventory has been taken and verified by the Agency and a material balance has been struck.

ARTICLE 89

(a) Information concerning nuclear material exported from and imported into the United States shall be provided to the Agency in accordance with arrangements made with the Agency as, for example, those set forth in INFCIRC/207.

(b) In the case of international transfers to or from facilities identified by the Agency pursuant to Articles 2(b) and 39(b) with respect to which information has been provided to the Agency in accordance with arrangements referred to in paragraph (a), a special report, as envisaged in Article 66, shall be made if any unusual incident or circumstances lead the United States to believe that there is or may have been loss of nuclear material, including the occurrence of significant delay, during the transfer.

DEFINITIONS

ARTICLE 90

For the purposes of this Agreement:

A Adjustment means an entry into an accounting record or a report showing a shipper/receiver difference or material unaccounted for.

B Annual throughput means, for the purposes of Articles 77 and 78, the amount of nuclear material transferred annually out of a facility working at nominal capacity.

C Batch means a portion of nuclear material handled as a unit for accounting purposes at a key measurement point and for which the composition and quantity are defined by a single set of specifications or measurements. The nuclear material may be in bulk form or contained in a number of separate items.

D Batch data means the total weight of each element of nuclear material and, in the case of plutonium and uranium, the isotopic composition when appropriate. The unit sof account shall be as follows:

(a) Grams of contained plutonium;

(b) Grams of total uranium and grams of contained uranium-235 plus uranium-233 for uranium enriched in these isotopes; and

(c) Kilograms of contained thorium, natural uranium or depleted uranium.

For reporting purposes the weights of individual items in the batch shall be added together before rounding to the nearest unit.

E Book inventory of a material balance area means the algebraic sum of the most recent physical inventory of that material

balance area and of all inventory changes that have occurred since that physical inventory was taken.

F Correction means an entry into an accounting record or a report to rectify an identified mistake or to reflect an improved measurement of a quantity previously entered into the record or report. Each correction must identify the entry to which it pertains.

G Effective kilogram means a special unit used in safeguarding nuclear material. The quantity in effect kilograms is obtained by taking:

(a) For plutonium, its weight in kilograms;

(b) For uranium with an enrichment of 0.01 (1%) and above, it weight in kilograms multiplied by the square of its enrichment;

(c) For uranium with an enrichment below 0.01 (1%) and above 0.005 (0.5%), its weight in kilograms multiplied by 0.0001; and

(d) For depleted uranium with an enrichment of 0.005 (0.5%) or below, and for thorium, its weight in kilograms multiplied by 0.00005.

H Enrichment means the ratio of the combined weight of the isotopes uranium-233 and uranium-235 to that of the total uranium in question.

I Facility means:

(a) A reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation; or

(b) Any location where nuclear material in amounts greater than one effective kilogram is customarily used.

J Inventory change means an increase or decrease, in terms of batches, of nuclear material in a material balance area; such a change shall involve one of the following:

(a) Increases:

(i) Import;

(ii) Domestic receipt: receipts from other material balance areas, receipts from a non-safeguarded activity or receipts at the starting point of safeguards;

(iii) Nuclear production: production of special fissionable material in a reactor; and

(iv) De-exemption: reapplication of safeguards on nuclear material previously exempted therefrom on account of its use or quantity.

(b) Decreases:

(i) Export;

(ii) Domestic shipment: shipments to other material balance areas or shipments for a non-safeguarded activity;

(iii) Nuclear loss: loss of nuclear material due to its transformation into other element(s) or isotope(s) as a result of nuclear reactions;

(iv) Measured discard: nuclear material which has been measured, or estimated on the basis of measurements, and disposed of in such a way that it is not suitable for further nuclear use;

(v) Retained waste: nuclear material generated from processing or from an operational accident, which is deemed to be unrecoverable for the time being but which is stored;

(vi) Exemption: exemption of nuclear material from safeguards on account of its use or quantity; and

(vii) Other loss: for example, accidental loss (that is, irretrievable and inadvertent loss of nuclear material as the result of an operational accident) or theft.

K Key measurement point means a location where nuclear material appears in such a form that it may be measured to determine material flow or inventory. Key measurement points thus include, but are not limited to, the inputs and outputs (including measured discards) and storages in material balance areas.

L Man-year of inspection means, for the purposes of Article 78, 300 man-days of inspection, a man-day being a day during which a single inspector has access to a facility at any time for a total of not more than eight hours.

M Material balance area means an area in or outside of a facility such that:

(a) The quantity of nuclear material in each transfer into or out of each material balance area can be determined; and

(b) The physical inventory of nuclear material in each material balance area can be determined when necessary in accordance with specified procedures,

in order that the material balance for Agency safeguards purposes can be established.

N Material unaccounted for means the difference between book inventory and physical inventory.

O Nuclear material means any source or any special fissionable material as defined in Article XX of the Statute. The term source material shall not be interpreted as applying to ore or ore residue. Any determination by the Board under Article XX of the Statute after the entry into force of this Agreement which adds to the materials considered to be source material or special fissionable material shall have effect under this Agreement only upon acceptance by the United States.

P Physical inventory means the sum of all the measured or derived estimates of batch quantities of nuclear material on hand at a given time within a material balance area, obtained in accordance with specified procedures.

Q Shipper/receiver difference means the difference between the quantity of nuclear material in a batch as stated by the shipping material balance area and as measured at the receiving material balance area.

R Source data means those data, recorded during measurement or calibration or used to derive empirical relationships, which identify nuclear material and provide batch data. Source data may include, for example, weight of compounds, conversion factors to determine weight of element, specific gravity, element concentration, isotopic ratios, relationship between volume and manometer readings and relationship between plutonium produced and power generated.

S Strategic point means a location selected during examination of design information where, under normal conditions and when combined with the information from all strategic points taken together, the information necessary and sufficient for the implementation of safeguards measures is obtained and verified; a strategic point may include any location where key measurements related to material balance accountancy are made and where containment and surveillance measures are executed.

PROTOCOL

Article 1

This Protocol specifies the procedures to be followed with respect to facilities identified by the Agency pursuant to Article 2 of this Protocol.

Article 2

(a) The Agency may from time to time identify to the United States those facilities included in the list, established and maintained pursuant to Articles 1(b) and 34 of the Agreement, of facilities not associated with activities having direct national security significance to the United States, other than those which are then currently identified by the Agency pursuant to Articles 2(b)

and 39(b) of the Agreement, to which the provisions of this Protocol shall apply.

(b) The Agency may also include among the facilities identified to the United States pursuant to the foregoing paragraph, any facility which had previously been identified by the Agency pursuant to Articles 2(b) and 39(b) of the Agreement but which had subsequently been designated by the Agency pursuant to Article 39(c) of the Agreement for removal from the Subsidiary Arrangements listing.

(c) In identifying facilities pursuant to the foregoing paragraphs and in the preparation of Transitional Subsidiary Arrangements pursuant to Article 3 of this Protocol, the Agency shall proceed in a manner which the Agency and the United States mutually agree takes into account the requirement on the United States to avoid discriminatory treatment as between United States commercial firms similarly situated.

ARTICLE 3

The United States and the Agency shall make Transitional Subsidiary Arrangements which shall:

(a) contain a current listing of those facilities identified by the Agency pursuant to Article 2 of this Protocol;

(b) specify in detail how the procedures set forth in this Protocol are to be applied.

ARTICLE 4

(a) The United States and the Agency shall make every effort to complete the Transitional Subsidiary Arrangements with respect to each facility identified by the Agency pursuant to Article 2 of this Protocol within ninety days following such identification to the United States.

(b) With respect to any facility identified pursuant to Article 2(b) of this Protocol, the information previously submitted to the Agency in accordance with Articles 42 through 45 of the Agreement, the results of the examination of the design information and other provisions of the Subsidiary Arrangements relative to such facility, to the extent that such information, results and provisions satisfy the provisions of this Protocol relating to the submission and examination of information and the preparation of Transitional Subsidiary Arrangements, shall constitute the Transitional Subsidiary Arrangements for such facility, until and unless the United States and the Agency shall otherwise complete Transitional Subsidiary Arrangements for such facility in accordance with the provisions of this Protocol.

ARTICLE 5

In the event that a facility currently identified by the Agency pursuant to Article 2(a) of this Protocol is identified by the Agency pursuant to Articles 2(b) and 39(b) of the Agreement, the Transitional Subsidiary Arrangements relevant to such facility shall, to the extent that such Transitional Subsidiary Arrangements satisfy the provisions of the Agreement, be deemed to have been made part of the Subsidiary Arrangements to the Agreement.

ARTICLE 6

Design information in respect of each facility identified by the Agency pursuant to Article 2 of this Protocol shall be provided to the Agency during the discussion of the relevant Transitional Subsidiary Arrangements. The information shall include, when applicable:

(a) The identification of the facility, stating its general character, purpose, nominal capacity and geographic location, and the name and address to be used for routine business purpose;

(b) A description of the general arrangement of the facility with reference, to the extent feasible, to the form, location and flow of nuclear material and to the general layout of important items of equipment which use, produce or process nuclear material;

(c) A description of features of the facility relating to material accountancy, containment and surveillance; and

(d) A description of the existing and proposed procedures at the facility for nuclear material accountancy and control, with special reference to material balance areas established by the operator, measurements of flow and procedures for physical inventory taking.

ARTICLE 7

Other information relevant to the application of the provisions of this Protocol shall also be provided to the Agency in respect of each facility identified by the Agency in accordance with Article 2 of this Protocol, in particular on organizational responsibility for material accountancy and control. The United States shall provide the Agency with supplementary information on the health and safety procedures which the Agency shall observe and with which inspectors shall comply when visiting the facility in accordance with Article 11 of this Protocol.

ARTICLE 8

The Agency shall be provided with design information in respect of a modification relevant to the application of the provisions of this Protocol, for examination, and shall be informed of any change in the information provided to it under Article 7 of this Protocol,

sufficiently in advance for the procedures under this Protocol to be adjusted when necessary.

ARTICLE 9

The design information provided to the Agency in accordance with the provisions of this Protocol, in anticipation of the application of safeguards under the Agreement, shall be used for the following purposes:

(a) To identify the features of facilities and nuclear material relevant to the application of safeguards to nuclear materialin sufficient detail to facilitate verification;

(b) To determine material balance areas to be used for Agency accounting purposes and to select those strategic points which are key measurement points and which will be used to determine flow and inventory of nuclear material; in determining such material balance areas the Agency shall, inter alia, use the following criteria;

(i) The size of the material balance area shall be related to the accuracy with which the material balance can be established;

(ii) In determining the material balance area, advantage shall be taken of any opportunity to use containment and surveillance to help ensure the completeness of flow measurements and thereby to simplify the application of safeguards and to concentrate measurement efforts at key measurement points;

(iii) A number of material balance areas in use at a facility or at distinct sites may be combined in one material balance area to be used for Agency accounting purposes when the Agency determines that this is consistent with its verification requirements; and

(iv) A special material balance area may be established at the request of the United States around a process step involving commercially sensitive information;

(c) To establish the nominal timing and procedures for taking of physical inventory of nuclear material for Agency accounting purposes;

(d) To establish the records and reports requirements and records evaluation procedures;

(e) To establish requirements and procedures for verification of the quantity and location of nuclear material; and

(f) To select appropriate combinations of containment and surveillance methods and techniques and the strategic points at which they are to be applied.

The results of the examination of the design information shall be included in the relevant Transitional Subsidiary Arrangements.

ARTICLE 10

Design information provided in accordance with the provisions of this Protocol shall be re-examined in the light of changes in operating conditions, of developments in safeguards technology or of experience in the application of verification procedures, with a view to modifying the action taken pursuant to Article 9 of this Protocol.

ARTICLE 11

(a) The Agency, in co-operation with the United States, may send inspectors to facilities identified by the Agency pursuant to Article 2 of this Protocol to verify the design information provided to the Agency in accordance with the provisions of this Protocol, for the purposes stated in Article 9 of this Protocol or for such other purposes as may be agreed between the United States and the Agency.

(b) The Agency shall give notice to the United States with respect to each such visit at least one week prior to the arrival of inspectors at the facility to be visited.

ARTICLE 12

In establishing a national system of materials control as referred to in Article 7(a) of the Agreement, the United States shall arrange that records are kept in respect of each material balance area determined in accordance with Article 9(b) of this Protocol. The records to be kept shall be described in the relevant Transitional Subsidiary Arrangements.

ARTICLE 13

Records referred to in Article 12 of this Protocol shall be retained for at least five years.

ARTICLE 14

Records referred to in Article 12 of this Protocol shall consist, as appropriate, of:

(a) Accounting records of all nuclear material stored, processed, used or produced in each facility; and

(b) Operating records for activities within each facility.

ARTICLE 15

The system of measurements on which the records used for the preparation of reports are based shall either conform to the latest international standards or be equivalent in quality to such standards.

ARTICLE 16

The accounting records referred to in Article 14(a) of this Protocol shall set forth the following in respect of each material balance area determined in accordance with Article 9(b) of this Protocol:

(a) All inventory changes, so as to permit a determination of the book inventory at any time;

(b) All measurement results that are used for determination of the physical inventory; and

(c) All adjustments and corrections that have been made in respect of inventory changes, book inventories and physical inventories.

ARTICLE 17

For all inventory changes and physical inventories the records referred to in Article 14(a) of this Protocol shall show, in respect of each batch of nuclear material: material identification, batch data and source data. The records shall account for uranium, thorium and plutonium separately in each batch of nuclear material. For each inventory change, the date of the inventory change and, when appropriate, the originating material balance area and the receiving material balance area or the recipient, shall be indicated.

ARTICLE 18

The operating records referred to in Article 14(b) of this Protocol shall set forth, as appropriate, in respect of each material balance area determined in accordance with Article 9(b) of this Protocol:

(a) Those operating data which are used to establish changes in the quantities and composition of nuclear material;

(b) The data obtained from the calibration of tanks and instruments and from sampling and analyses, the procedures to control the quality of measurements and the derived estimates of random and systematic error;

(c) A description of the sequence of the actions taken in preparing for, and in taking, a physical inventory, in order to ensure that it is correct and complete; and

(d) A description of the actions taken in order to ascertain the cause and magnitude of any accidental or unmeasured loss that might occur.

ARTICLE 19

The United States shall provide the Agency with accounting reports as detailed in Articles 20 through 25 of this Protocol in respect of nuclear material in each facility identified by the Agency pursuant to Article 2 of this Protocol.

ARTICLE 20

The accounting reports shall be based on the records kept in accordance with Articles 12 to 18 to this Protocol. They shall be made in English.

ARTICLE 21

The United States shall provide the Agency with an initial report on all nuclear material in each facility identified by the Agency pursuant to Article 2 of this Protocol. Such report shall be dispatched to the Agency within thirty days of the last day of the calendar month in which the facility is identified by the Agency and shall reflect the situation as of the last day of that month.

ARTICLE 22

The United States shall provide the Agency with the following accounting reports for each material balance area determined in accordance with Article 9(b) of this Protocol:

(a) Inventory change reports showing all changes in the inventory of nuclear material. The reports shall be dispatched as soon as possible and in any event within thirty days after the end of the month in which the inventory changes occurred or were established; and

(b) Material balance reports showing the material balance based on a physical inventory of nuclear material actually present in the material balance area. The reports shall be dispatched as soon as possible and in any event within thirty days after the physical inventory has been taken.

The reports shall be based on data available as of the date of reporting and may be corrected at a later date, as required.

ARTICLE 23

Inventory change reports submitted in accordance with Article 22(a) of this Protocol shall specify identification and batch data for each batch of nuclear material, the date of the inventory change, and, as appropriate, the originating material balance area and the receiving material balance area or the recipient. These reports shall be accompanied by concise notes:

(a) Explaining the inventory changes, on the basis of the operating data contained in the operating records provided for in Article 18(a) of this Protocol; and

(b) Describing, as specified in the relevant Transitional Subsidiary Arrangements, the anticipated operational programme, particularly the taking of a physical inventory.

ARTICLE 24

The United States shall report each inventory change, adjustment and correction, either periodically in a consolidated list or individually. Inventory changes shall be reported in terms of batches. As specified in the relevant Transitional Subsidiary Arrangements, small changes in inventory of nuclear material, such as transfers of analytical samples, may be combined in one batch and reported as one inventory change.

ARTICLE 25

Material balance reports submitted in accordance with Article 22(b) of this Protocol shall include the following entries, unless otherwise agreed by the United States and the Agency:

(a) Beginning physical inventory;

(b) Inventory changes (first increases, then decreases);

(c) Ending book inventory;

(d) Shipper/receiver differences;

(e) Adjusted ending book inventory;

(f) Ending physical inventory; and

(g) Material unaccounted for.

A statement of the physical inventory, listing all batches separately and specifying material identification and batch data for each batch, shall be attached to each material balance report.

ARTICLE 26

The Agency shall provide the United States with semi-annual statements of book inventory of nuclear material in facilities identified pursuant to Article 2 of this Protocol, for each material balance area, as based on the inventory change reports for the period covered by each such statement.

ARTICLE 27

(a) If the Agency so requests, the United States shall provide it with amplifications or clarifications of any report submitted in accordance with Article 19 of this Protocol, in so far as consistent with the purpose of the Protocol.

(b) The Agency shall inform the United States of any significant observations resulting from its examination of reports received pursuant to Article 19 of this Protocol and from visits of inspectors made pursuant to Article 11 of this Protocol.

(c) The United States and the Agency shall, at the request of either, consult about any question arising out of the interpretation or application of this Protocol, including corrective action which, in the opinion of the Agency, should be taken by the United

States to ensure compliance with its terms, as indicated by the Agency in its observations pursuant to paragraph (b) of this Article.

ARTICLE 28

The definitions set forth in Article 90 of the Agreement shall apply, to the extent relevant, to this Protocol.

DONE in Vienna on the eighteenth day of November 1977, in duplicate, in the English language.

For the UNITED STATES OF AMERICA:

G.S. 18 November 1977

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

D.K.V.V. 18th November 1977

VENEZUELA

Maritime Boundary

Treaty signed at Caracas March 28, 1978;
Transmitted by the President of the United States of America to the Senate January 19, 1978 (S. Ex. G, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations August 5, 1980 (S. Ex. Rep. No. 96–49, 96th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 17, 1980;
Ratified by the President October 10, 1980;
Ratified by Venezuela November 17, 1980;
Ratifications exchanged at Washington November 24, 1980;
Proclaimed by the President January 3, 1981;
Entered into force November 24, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Maritime Boundary Treaty between the United States of America and the Republic of Venezuela was signed at Caracas on March 28, 1978, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of September 17, 1980, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on October 10, 1980, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Republic of Venezuela;

It is provided in Article 6 of the Treaty that the Treaty will enter into force on the date of exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on November 24, 1980, and accordingly the Treaty entered into force on November 24, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty to the end that it be observed and fulfilled with good faith on and after November 24, 1980, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this third day of January in the year of our Lord one thousand nine hundred eighty-one
[SEAL] and of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President
EDMUND S. MUSKIE
Secretary of State

MARITIME BOUNDARY TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF VENEZUELA

The Government of the United States of America and the Government of the Republic of Venezuela,

Reaffirming the cordial relations between the two countries,

Conscious of the need to establish a precise and equitable maritime boundary,

Have agreed as follows:

ARTICLE 1

The sole purpose of this Treaty is to establish, in accordance with international law, the maritime boundary between the United States of America and the Republic of Venezuela.

ARTICLE 2

The maritime boundary between the United States of America and Venezuela is determined by the geodetic lines connecting points 1-22, having the following coordinates:

	Latitude (North)	Longitude (West)
1.	16°44'49"	64°01'08"
2.	16°43'22"	64°06'31"
3.	16°43'10"	64°06'59"
4.	16°42'40"	64°08'06"
5.	16°41'43"	64°10'07"
6.	16°35'19"	64°23'39"
7.	16°23'30"	64°45'54"
8.	15°39'31"	65°58'41"
9.	15°30'10"	66°07'09"
10.	15°14'06"	66°19'57"
11.	14°55'48"	66°34'30"
12.	14°56'06"	66°51'40"
13.	14°58'27"	67°04'19"
14.	14°58'45"	67°05'17"
15.	14°58'58"	67°06'11"
16.	14°59'10"	67°07'00"
17.	15°02'32"	67°23'40"
18.	15°05'07"	67°36'23"
19.	15°10'38"	68°03'46"
20.	15°11'06"	68°09'21"
21.	15°12'33"	68°27'32"
22.	15°12'51"	68°28'56"

and along an azimuth of 274.23 degrees true from point 22, in the event that the maritime boundary of the United States of America extends westward, until the trijunction with a third State is reached. In no case shall this trijunction point be further westward than latitude 15°14'28"N longitude 68°51'44"W.

ARTICLE 3

The latitude and longitude of the points described in Article 2 have been determined on the 1927 North American Datum, Clarke 1866 ellipsoid.

The maritime boundary has, for illustrative purposes only, been depicted on nautical chart No. 25000, published by the Hydrographic Center, Defense Mapping Agency, Washington, D.C., Sixth Edition, February 12, 1977, which is annexed to and forms an integral part of this Treaty.

ARTICLE 4

It is understood by the two Governments that south of the maritime boundary the United States of America shall not, and north of the maritime boundary the Republic of Venezuela shall not, for any purpose, claim or exercise sovereign rights or jurisdiction over the waters or seabed and subsoil. The establishment of this maritime boundary does not affect or prejudice in any manner the positions of either Government with respect to the sovereign rights or jurisdiction of either State, the rules of international law concerning the exercise of jurisdiction over the waters or seabed and subsoil, or any other matter relating to the law of the sea.

ARTICLE 5

Any dispute concerning the interpretation or application of the provisions of this Treaty shall be resolved by direct negotiations between the two Governments.

ARTICLE 6

This Treaty is subject to ratification in accordance with the constitutional procedures of the two States, and will enter into force on the date of exchange of instruments of ratification.

TRATADO DE DELIMITACION DE FRONTERAS MARITIMAS ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LA REPUBLICA DE VENEZUELA

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela,

Reafirmando las cordiales relaciones entre los dos países,

Conscientes de la necesidad de establecer límites marítimos precisos y equitativos,

Han convenido lo siguiente:

ARTICULO 1

El único propósito de este Tratado es el de establecer el límite marítimo entre los Estados Unidos de América y la República de Venezuela, de acuerdo al derecho internacional.

ARTICULO 2

La frontera marítima entre los Estados Unidos de América y Venezuela está determinada por las líneas geodésicas que unen los puntos uno (1) al vientidós (22), con las siguientes coordenadas geográficas:

	Latitud (Norte)	Longitud (Oeste)
1.	16°44'49"	64°01'08"
2.	16°43'22"	64°06'31"
3.	16°43'10"	64°06'59"
4.	16°42'40"	64°08'06"
5.	16°41'43"	64°10'07"
6.	16°35'19"	64°23'39"
7.	16°23'30"	64°45'54"
8.	15°39'31"	65°58'41"
9.	15°30'10"	66°07'09"
10.	15°14'06"	66°19'57"
11.	14°55'48"	66°34'30"
12.	14°56'06"	66°51'40"
13.	14°58'27"	67°04'19"
14.	14°58'45"	67°05'17"
15.	14°58'58"	67°06'11"
16.	14°59'10"	67°07'00"
17.	15°02'32"	67°23'40"
18.	15°05'07"	67°36'23"
19.	15°10'38"	68°03'46"
20.	15°11'06"	68°09'21"
21.	15°12'33"	68°27'32"
22.	15°12'51"	68°28'56"

y, desde el punto 22, en rumbo verdadero constante siguiendo el azimut 274.23°, hasta llegar al punto de unión con un tercer Estado, en el caso de que la línea de delimitación marítima de los Estados Unidos de América se extienda hacia el oeste. En ningún caso dicho punto de triple convergencia estará situado más al oeste de un punto de latitud 15°14'28"N y longitud 68°51'44"O.

ARTICULO 3

La posición de los puntos descritos en el Artículo No. 2 han sido definidos por latitudes y longitudes, según Datum de Norte América 1927, elipsoide Clarke 1866.

Los límites marítimos han sido trazados, solamente a título ilustrativo, en la carta náutica No. 25000, emitida por el Centro Hidrográfico de la Agencia de Mapas del Departamento de Defensa, Washington, D.C., sexta edición del 12 de febrero de 1977 que se anexa y forma parte integrante del presente Tratado.

ARTICULO 4

Queda entendido por los dos Gobiernos que los Estados Unidos de América al sur de dicha línea, y la República de Venezuela, al norte de la misma, no reclamarán ni ejercerán con propósito alguno derechos soberanos o jurisdicción sobre las aguas o fondos marinos y subsuelo. El establecimiento de esta delimitación marítima no afecta ni perjudica, de modo alguno, las posiciones de ninguno de los dos Gobiernos con respecto a los derechos soberanos o a la jurisdicción de cualquiera de los dos Estados, o a las reglas del derecho internacional en lo que respecta al ejercicio de la jurisdicción sobre las aguas o los fondos marinos y el subsuelo, o cualquier otra cuestión relacionada con el derecho del mar.

ARTICULO 5

Cualquier controversia relativa a la interpretación o aplicación de las disposiciones del presente Tratado, se resolverá mediante negociación directa entre los respectivos Gobiernos.

ARTICULO 6

El presente Tratado está sujeto a ratificación, de acuerdo a los procedimientos constitucionales de cada Estado y entrará en vigor en la fecha de intercambio de los instrumentos de ratificación.

18-256 O - 85 - 20

DONE at Caracas, March 28, 1978, in two copies, each in English and Spanish, both texts being equally authentic.

HECHO en la ciudad Caracas, el día 28 del mes de marzo del año de mil novecientos setenta y ocho, en dos ejemplares, cada uno en idioma inglés y español, siendo ambos textos igualmente auténticos.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Cyrus R. Vance [1]

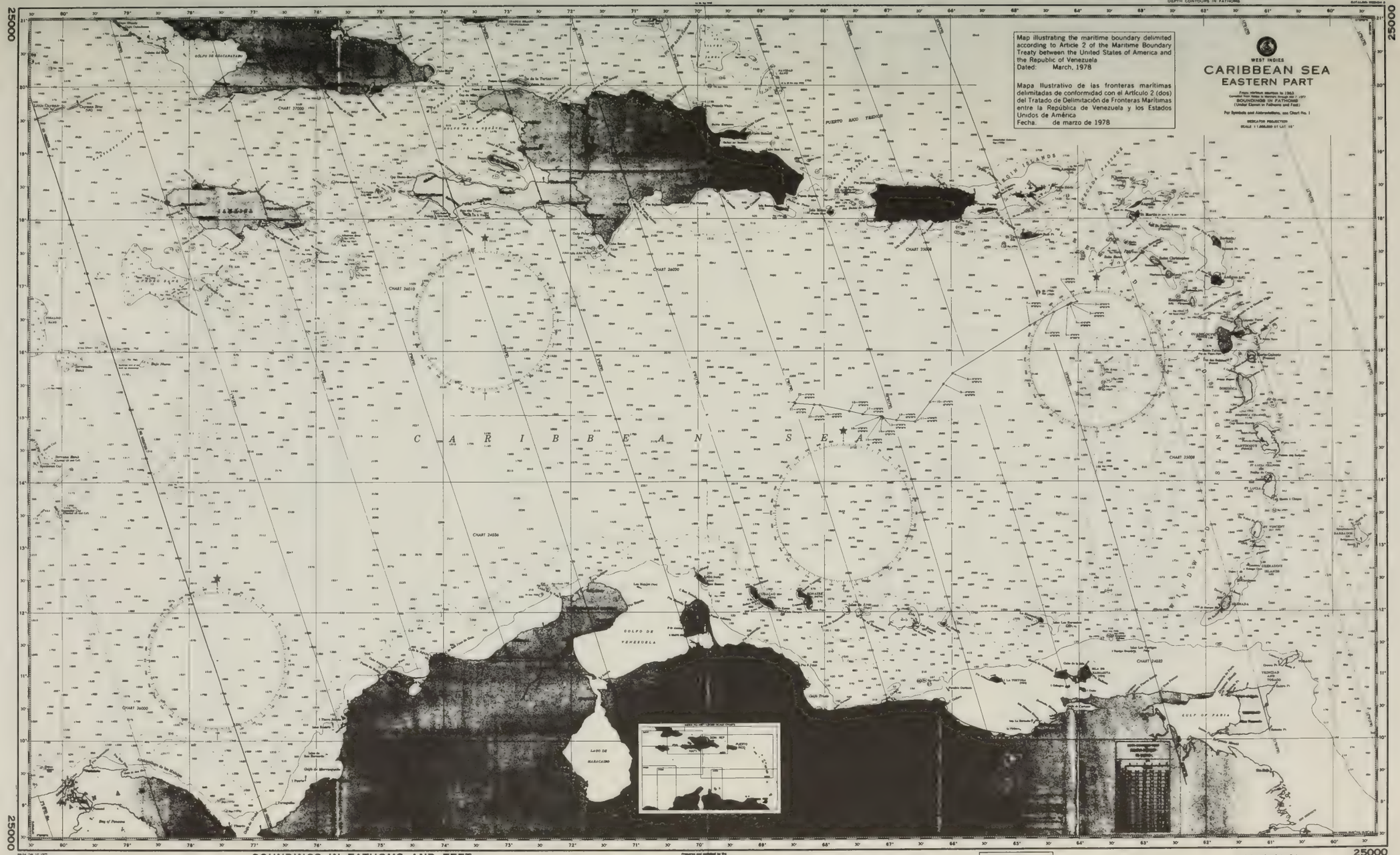
FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA:

POR EL GOBIERNO DE LA REPUBLICA DE VENEZUELA:

[2]

[1] Cyrus R. Vance.
[2] S. Consalvi.

SOUNDINGS IN FATHOMS AND FEET
DEPTH CONTOURS IN FATHOMS



SOUNDINGS IN FATHOMS AND FEET
DEPTH CONTOURS IN FATHOMS

NOT TO BE USED FOR NAVIGATION

Caribbean Sea—Eastern Part

25000

TURKEY

Extradition and Mutual Assistance in Criminal Matters

Treaty signed at Ankara June 7, 1979;
Transmitted by the President of the United States of America to the Senate August 2, 1979 (S. Ex. AA, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1979 (S. Ex. Rep. No. 96–18, 96th Cong., 1st Sess.);
Advice and consent to ratification by the Senate November 28, 1979;
Ratified by the President December 13, 1979;
Ratified by Turkey November 21, 1980;
Ratifications exchanged at Washington December 2, 1980;
Proclaimed by the President December 31, 1980;
Entered into force January 1, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition and Mutual Assistance in Criminal Matters between the United States of America and the Republic of Turkey, with Appendix, was signed at Ankara on June 7, 1979, the text of which, in the English and Turkish languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 28, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty, with Appendix;

The Treaty was ratified by the President of the United States of America on December 13, 1979, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Republic of Turkey;

It is provided in Article 44 of the Treaty that the Treaty shall enter into force thirty days after the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on December 2, 1980; and accordingly the Treaty will enter into force on January 1, 1981;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, with Appendix, to the end that it shall be observed and fulfilled with good faith on and after January 1, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of December in the year of our Lord one thousand nine hundred eighty
[SEAL] and of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:
EDMUND S. MUSKIE
Secretary of State

TREATY ON EXTRADITION AND MUTUAL ASSISTANCE IN CRIMINAL MATTERS

BETWEEN

THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY

The United States of America and the Republic of Turkey, desiring to cooperate more effectively in the repression of crime by newly regulating extradition of offenders and by providing for mutual assistance in criminal matters, have decided to conclude a Treaty on Extradition and Mutual Assistance in Criminal Matters and, to that end, have appointed as their Plenipotentiaries:

Ronald I. Spiers, Ambassador of the United States of America
by the President of the United States of America,

İldeniz Divanlıoğlu, Director General of the Consular Affairs of the Ministry of Foreign Affairs
by the President of the Republic of Turkey,

Who, having communicated to each other their respective full powers, which were found in good and due form, have agreed as follows:

CHAPTER I
EXTRADITION

SECTION I
GENERAL PROVISIONS

ARTICLE 1

OBLIGATION TO EXTRADITE

(1) The Contracting Parties undertake to surrender to each other, in accordance with the provisions and conditions laid down in this Treaty, all persons who are found within the territory of the Requested Party and who are being prosecuted for or have been charged with an offense, or convicted of an offense, or are sought by the other Party for the enforcement of a judicially pronounced penalty for an offense committed within the territory of the Requesting Party.

(2) When the offense has been committed outside the territory of the Requesting Party, the Requested Party shall grant extradition subject to the provisions described in this Treaty if either:

(a) the laws of the Requested Party provide for the punishment of such an offense committed in similar circumstances, or

(b) the offense has been committed by a national of the Requesting Party, and that Party has jurisdiction, according to its laws, to try that person.

ARTICLE 2

EXTRADITABLE OFFENSES

(1) Extraditable offenses, pursuant to the provisions of this Treaty, are:

(a) Offenses, regardless of whether listed in the Appendix to this Treaty or not, which are punishable under both the federal laws of the United States and the laws of Turkey by deprivation of liberty at least for a period exceeding one year or by a more severe penalty.

(b) Offenses listed in the Appendix to this Treaty which are punishable under both the laws of the Requesting Party and the Requested Party for at least a period exceeding one year or by a more severe penalty.

For purposes of extradition, it shall not matter whether the laws of the Contracting Parties place the offense within the same category of offenses or describe an offense by the same terminology.

(2) Extradition shall be granted in respect of an extraditable offense for the enforcement of a penalty or prison sentence, if the duration of the penalty or prison sentence still to be served amounts to at least six months.

(3) Subject to the conditions set out in paragraph (1), extradition shall also be granted:

(a) For attempts to commit, or participation as principal, accomplice or accessory in any extraditable offense;

(b) For the offense of association to commit a crime under the laws of Turkey and for conspiracy under the laws of the United States when the facts establish an offense under the laws of both Contracting Parties;

(c) For any extraditable offense when, only for the purpose of granting jurisdiction to the United States Government, transportation, transmission of persons or property, the use of mails or other means of communication or use of other means of carrying out interstate or foreign commerce constitutes an element of the specific offense.

(4) When a request for extradition comprises several separate offenses and extradition has been granted for one of the extraditable offenses, it shall also be granted for other extraditable offenses which could not otherwise fulfill the requirements of paragraphs (1) and (2) above as related to the deprivation of liberty to be served or duration of the penalty to be enforced in the Requesting Party.

ARTICLE 3

CONDITIONS OF REFUSAL

(1) Extradition shall not be granted:

(a) If the offense for which extradition is requested is regarded by the Requested Party to be of a political character or an offense connected with such an offense; or if the Requested Party concludes that the request for extradition has, in fact, been made to prosecute or punish the person sought for an offense of a political character or on account of his political opinions.

However, any offense committed or attempted against a Head of State or a Head of Government or against a member of their families shall not be deemed to be an offense of a political character.

The provisions of this paragraph shall not affect any obligation of the Contracting Parties which has already been undertaken or may subsequently be undertaken by them under any multilateral international agreement.

(b) If the offense for which extradition is requested constitutes a purely military offense which is not an offense under ordinary criminal law;

(c) If the person whose surrender is sought has, under the laws of either the Requesting or the Requested Party, become immune by reason of lapse of time from prosecution or punishment for the offense for which extradition is requested;

(d) If the person whose surrender is sought has been tried and acquitted or punished with final and binding effect in the Requested Party for the offense for which extradition is requested;

(e) If the offense for which extradition is requested has, according to the laws of the Requested Party, been committed in its territory and has been or will be submitted to its appropriate judicial authorities for prosecution; or

(f) If the offense for which extradition is requested has been or is subject to amnesty or pardon by either of the Parties.

(2) Extradition may be refused in any of the following circumstances:

(a) If the person whose surrender is sought is being prosecuted in the Requested Party for the same offense;

(b) If the Requested Party has decided either not to prosecute or to terminate prosecution for the same offense; or

(c) If the person whose surrender is sought has been tried and acquitted or punished in the territory of a third State for the same offense.

ARTICLE 4

NATIONALS

(1) Neither of the Contracting Parties shall be bound to extradite its own nationals. The competent executive authority of the United States, however, shall have the power to grant the extradition of its own nationals, if, in its discretion, this is deemed proper to do.

(2) If the Requested Party does not extradite its own national, it shall, at the request of the Requesting Party, submit the case to its competent authorities in order that proceedings may be taken if its law so provides. If the Requested Party requires additional documents or evidence, such documents or evidence shall be submitted without charge to that Party. The Requesting Party shall be informed of the results of its request.

(3) Requests for the surrender of persons sought for offenses committed prior to the entry into force of the present Treaty shall not be granted by the Requested Party for nationals of that Party.

ARTICLE 5

DETERMINATION

The right to determine the nature of the offense which entails the refusal of extradition as enumerated in Article 3 rests solely within the authority of the Requested Party.

ARTICLE 6

CHANNELS AND LANGUAGE OF COMMUNICATION

(1) The request for extradition shall be made in writing through diplomatic channels.

(2) The request for extradition is to be written in the language of the Requesting Party.

However, such a request and its supporting documents shall be accompanied by certified translations in the language of the Requested Party.

SECTION II
REQUESTS

ARTICLE 7

CONTENTS OF THE REQUEST

(1) A request relating to a person being prosecuted or who is charged with an offense, and who has yet to be convicted, shall be accompanied by the following:

(a) A warrant of arrest issued by a judge or other competent judicial officer;

(b) A statement of the facts of the case;

(c) Such evidence as, according to the laws of the Requested Party, would justify arrest and committal for trial of the person sought if the offense had been committed in the territory of the Requested Party;

(d) Evidence proving that the person sought is the person to whom the warrant of arrest refers, including information, if available, on nationality; and

(e) The text of the applicable laws of the Requesting Party, including the law defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitation of legal proceedings or the enforcement of the penalty for the offense.

(2) A request relating to a person who has been convicted but against whom there is no final judgment or sentence, shall be accompanied by the following:

(a) The record of the judgment or conviction;

(b) A statement of the facts of the case;

(c) A warrant of arrest issued by a judge or other competent judicial officer;

(d) Evidence proving that the person sought is the person to whom the judgment or conviction refers, including information, if available, on nationality; and

(e) The text of the applicable laws of the Requesting Party, including the law defining the offense, the law prescribing the punishment fortthe offense, and the law relating to the limitation of legal proceedings or the enforcement of the penalty for the offense.

(3) A request relating to a person against whom there is a final judgment or sentence shall be accompanied by the following:

(a) The record of the judgment or sentence;

(b) A statement of the facts of the case;

(c) A warrant of arrest or detention order issued by a judge or other competent judicial officer;

(d) A statement showing how much of the sentence has been served;

(e) Evidence proving that the person sought is the person to whom the judgment or conviction refers, including information, if available, on nationality; and

(f) The text of the applicable laws of the Requesting Party, including the law defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitation of legal proceedings or the enforcement of the penalty for the offense.

(4) A request relating to a person who has been convicted in his absence or in contumacy shall be accompanied by the following:

(a) The record of the judgment or conviction;

(b) A statement of the facts of the case;

(c) A warrant of arrest or detention order issued by a judge or other competent judicial officer;

(d) Such evidence as, according to the laws of the Requested Party, would justify arrest and committal for trial of the person sought if the offense had been committed in the territory of the Requested Party;

(e) Evidence proving that the person sought is the person to whom the judgment or conviction refers, including information, if available, on nationality; and

(f) The text of the applicable laws of the Requesting Party, including the law defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitation and legal proceedings or the enforcement of the penalty for the offense.

Such convictions may be treated as final convictions if the law of the Requesting Party so provides.

ARTICLE 8

ADDITIONAL EVIDENCE AND INFORMATION

(1) If the Requested Party considers that the evidence and information submitted in support of the request for the extradition of a person is not sufficient to fulfill the requirements of this Treaty, that Party shall request necessary additional evidence and information. That Party may fix a time limit for the submission of such evidence and information and, upon the Requesting Party's application, for which reasons shall be given, may grant a reasonable extension of the time limit.

(2) If the person sought is under arrest and the additional evidence and information submitted is not sufficient, or if such evidence or information is not received within the period specified by the Requested Party, the person sought shall be discharged from custody. However, such discharge shall not prevent a subsequent request for extradition for the same offense. In this connection it shall be sufficient if reference is made in the subsequent request to the supporting documents already submitted.

ARTICLE 9

MEASURES TO BE TAKEN

The Contracting Parties shall take all necessary measures after the information and documents related to the request for extradition have been received, including a search for the

person sought. When located, the person sought shall be detained until the competent authorities of the Requested Party reach their decision. If the request for extradition is granted, the detention shall be continued until surrender.

ARTICLE 10

PROVISIONAL ARREST OR DETENTION

(1) In cases of urgency, either Contracting Party may apply for the provisional arrest or detention of the person sought before the request for extradition has been submitted to the Requested Party through diplomatic channels. The request for provisional arrest or detention may be made either through diplomatic channels or directly between the Department of Justice of the United States and the Ministry of Justice of Turkey.

(2) The application for provisional arrest or detention shall state that a warrant of arrest or a judgment exists and that it is intended to make a request for extradition. It shall also state the offense for which extradition will be requested and when and where such offense was committed and shall give all available information concerning the description of the person sought and nationality. The application shall also contain such further information, if any, necessary to justify the issuance of a warrant of arrest in the Requested Party had the offense been committed, or the person sought convicted, in that Party.

(3) The Requested Party shall make the necessary arrangements for the provisional arrest or detention and shall notify the other Party when the person sought has been arrested or detained specifying that the person sought will be released if the documents mentioned in Article 7 are not submitted within a period of 60 days from the date of arrest or detention.

(4) If the documents for extradition are submitted to the executive authority of the Requested Party within the 60 day time limit, the arrest or detention shall continue until a decision on the request for extradition has been reached by the competent authorities of the Requested Party. If the request for extradition is granted, the arrest or detention may be extended to the extent permitted by the laws of the Requested Party.

(5) If the person sought is released from arrest or detention because the extradition documents have not been received by the executive authority of the Requested Party within the 60 day time limit, the Requesting Party may make a new request for extradition when the documents are subsequently received.

SECTION III
DECISIONS

ARTICLE 11

DECISION ON EXTRADITION AND SURRENDER

(1) The Requested Party shall promptly communicate to the Requesting Party the decision on the request for extradition. The Requested Party shall give the reasons for any complete or partial rejection of the request for extradition.

(2) If the request for extradition is granted, the competent authorities of the Contracting Parties shall agree on the time and place of surrender of the person sought. Surrender shall take place within such time as may be prescribed by the laws of the Requested Party.

(3) If the person sought is not removed from the territory of the Requested Party within the time required under paragraph (2), that person may be set at liberty. The Requested Party may subsequently refuse to extradite that person for the same offense.

(4) If circumstances beyond its control prevent a Contracting Party within the time required under paragraph (2) from surrendering or taking delivery of the person to be extradited, it shall notify the other Contracting Party before the expiration of the specified time. In such a case the competent authorities of the Contracting Parties may agree on a new time for the surrender.

(5) If the person sought flees prior to surrender, a new request for extradition need not be accompanied by the documents specified in Article 7 when that person is located.

ARTICLE 12

CONCURRENT REQUESTS

(1) If extradition is requested by more than one State, either for the same offense or different offenses, the Requested Party shall freely decide on these requests, taking into consideration all the circumstances and especially the nationality of the person sought, the place where the offense or offenses were committed, the seriousness of the offense or offenses and the respective dates of the requests for extradition.

(2) The Requested Party, while granting extradition in such a case, may authorize the Requesting Party to surrender subsequently the person sought to a third State which also requested extradition.

ARTICLE 13

DEFERRED SURRENDER

When the person whose surrender is sought is being prosecuted or is serving a sentence in the territory of the Requested Party for an offense other than that for which extradition has been requested, surrender of this person may be deferred by the Requested Party until the conclusion of the prosecution and the full execution of any punishment that may be or may have been awarded. In this case, the Requested Party shall inform the Requesting Party accordingly.

ARTICLE 14

INFORMATION ON THE RESULTS OF PROCEEDINGS

(1) The Contracting Party to which the person sought has been surrendered shall inform the other Party of the results of the criminal proceedings initiated against this person.

(2) In case of conviction, a certified copy of the final judgment shall be transmitted to the other Contracting Party.

ARTICLE 15

DELIVERY OF PROPERTY AND VALUABLES

(1) Upon the request of the Requesting Party, the Requested Party, subject to its laws and the interests of third parties, shall seize and deliver the following property and valuables:

(a) Property which has been used in committing the crime or which may be required as evidence;

(b) Property and valuables which have been acquired as a result of the offense and were found in the possession of the person sought at the time of arrest or detention, or which are discovered subsequently;

(c) Articles subsequently acquired from the property and valuables connected with the offense.

(2) If possible, the property specified in paragraph (1) shall be delivered to the Requesting Party at the same time as the surrender of the person extradited. Property and valuables seized under paragraph (1) shall be delivered even if extradition already granted cannot be carried out owing to the death or escape of the person sought.

(3) The said property and valuables can be temporarily retained for proceedings pending in the territory of the Requested Party or they can be delivered under the condition of restitution.

(4) However, the rights of the Requested Party or a third State concerning the said property and valuables are reserved. Where there are such rights, the property and valuables shall be returned to the Requested Party free of charge and as soon as possible after the proceedings.

SECTION IV
SPECIAL PROVISIONS

ARTICLE 16

RULE OF SPECIALITY

(1) A person who has been extradited in accordance with the present Treaty shall not be prosecuted, punished or detained for the enforcement of a sentence or subjected to any other restriction on personal freedom or delivered to a third State for any offense committed prior to surrender from the territory of the Requested Party other than that for which extradition was granted, except in the following cases:

(a) If the person extradited, having had for a period of 60 days from the date of final release an opportunity to leave the territory of the Party to which the person has been surrendered still remains in the territory of that Party. This period does not include the time during which the released person could not voluntarily leave the territory of that Party;

(b) If, after having left, the person has returned voluntarily to the territory of the Party to which surrender was granted; or

(c) If there is an express consent of the Requested Party.

(2) When the consent of the Requested Party is requested for the purposes of prosecution or for the execution of a sentence concerning an offense committed prior to the surrender other than that for which extradition was granted, the Requesting Party shall comply with the procedure provided in Article 7 of the present Treaty, and provide a record established by a judge or competent officer of the statement made by the extradited person in respect of the request for consent.

ARTICLE 17

RE-EXTRADITION TO A THIRD STATE

(1) Except as provided in Article 16, paragraph (1), the Requesting Party shall not, without the consent of the Requested Party, re-extradite to a third State a person extradited to the Requesting Party and sought by the third State for an offense committed prior to surrender.

(2) A request for consent to re-extradition to a third State shall be accompanied by the documents supporting the request for extradition made by the third State, if the Requested Party requires these documents for its decision. These documents shall conform to the documents mentioned in Article 7 of this Treaty.

ARTICLE 18

TRANSIT

(1) The transit of a person who is the subject of extradition from a third State through the territory of one Contracting Party to the territory of the other Contracting Party shall be granted upon submission of a request, provided the offense involved is an extraditable offense under Article 2 and that the Contracting Party requested to permit transit does not consider the offense to be one covered by Article 3.

The request for transit shall be accompanied by a copy of a warrant of arrest, final judgment or detention order. In addition, the request shall contain a statement as mentioned in Article 7.

(2) The Requested Party shall not be bound to permit the transit of its nationals, nor persons who may be prosecuted or required to serve a sentence in its territory.

(3) If air transport is to be used, the following provisions shall apply:

(a) When no intermediate stop is scheduled, the Contracting Party shall notify the other Contracting Party that transit will occur, certify that a warrant of arrest, final judgment or detention order exists and state the name and nationality of the person in transit.

(b) When an unscheduled landing occurs, notification as provided in (a) shall have the effect of a request for provisional arrest as provided in Article 10. Thereafter, a request for transit as provided in paragraph (1) shall be made.

(c) When an intermediate stop is required, the Contracting Party requesting transit shall submit a request as provided in paragraph (1).

(4) If the circumstances require detention pending transit, the Contracting Party requesting transit may be required to follow the provisions of Article 10.

ARTICLE 19

ADMINISTRATIVE MATTERS

(1) Expenses in the territory of the Requested Party for processing the extradition request for the person sought shall be borne by that Party until surrender. The expenses after surrender shall be borne by the Requesting Party.

(2) The expenses incurred by reason of transit shall be borne by the Requesting Party.

(3) Documents submitted as required by Article 7 shall be admitted into evidence by the courts of the Requested Party provided they are sealed with the official seal of the Department of State of the United States or the Ministry of Justice of Turkey and are otherwise in compliance with the laws of the respective Parties.

(4) The appropriate legal officers of the Requested Party shall, by legal means provided under its laws, assist the Requesting Party before its respective judicial authorities.

CHAPTER II
MUTUAL ASSISTANCE IN CRIMINAL MATTERS

SECTION I
GENERAL PROVISIONS

ARTICLE 20

MUTUAL ASSISTANCE

The Contracting Parties undertake to afford each other, in accordance with the provisions of Chapter II of this Treaty, mutual assistance in criminal matters.

ARTICLE 21

SCOPE OF ASSISTANCE

(1) Each of the Contracting Parties may submit to the other Party requests for assistance in criminal matters.

(2) Criminal matters for which mutual assistance shall be afforded include investigations and criminal proceedings in respect of offenses, the punishment of which falls or would fall within the jurisdiction of the judicial authorities of the Requesting Party under its law.

(3) Mutual assistance shall include:

(a) Execution of requests related to criminal matters;

(b) Effecting the taking of testimony or statements of persons;

(c) Effecting the production, preservation and authentication of documents, records, or articles of evidence;

(d) Effecting the return to the Requesting Party of any objects, articles or other property or assets belonging to it or obtained through such offenses;

(e) Service of all judicial documents, writs, summonses, records of judicial verdicts and court judgments or decisions;

(f) Effecting the appearance of a witness or expert before a court of the Requesting Party;

(g) Location of persons; and

(h) Providing judicial records, evidence and information.

(4) For the purposes of Chapter II of this Treaty, punishment of an offense is within the jurisdiction of the judicial authorities of the Requesting Party if the offense is deemed by its laws to have been committed in the territory of that Party, or, if committed outside the territory, the laws of the Requesting Party provide for prosecution of the offense.

ARTICLE 22

REFUSAL OF MUTUAL ASSISTANCE

(1) Judicial assistance may be refused:

(a) If the investigation or proceedings concerns:

(i) an offense which the Requested Party considers to be a political offense or an offense connected with a political offense; or

(ii) a purely military offense which does not constitute an offense under ordinary criminal law.

(b) If the Requested Party considers that execution of the request is likely to prejudice its sovereignty, security, or similar essential interests.

(2) For the purposes of Chapter II of this Treaty, the following offenses shall not be considered political offenses or offenses connected with a political offense:

(a) Offenses for which investigations and proceedings are obligatory for the Contracting Parties under multilateral international agreements; and

(b) Offenses against a Head of State or a Head of Government or members of their families.

ARTICLE 23

SCOPE OF USE

(1) Use of any testimony, statements, documents, records or articles of evidence obtained by the Requesting Party under Chapter II, Section I, is limited to the purposes of investigations or criminal proceedings and adjudications of claims for damages connected with the offense which is the subject of the investigation or proceedings in the Requesting Party.

(2) Furthermore, the material mentioned in paragraph (1) above may also be used in an investigation or prosecution relating to an offense other than the offense for which assistance was granted, provided the purpose falls within the scope of Chapter II Section I.

SECTION II
REQUESTS

ARTICLE 24

CONTENTS OF REQUESTS

(1) A request for the taking of testimony or statements of persons, or for effecting the production, preservation and authentication of documents, records, or articles of evidence shall specify the name of the authority conducting the investigation or proceedings to which the request relates and, insofar as possible, shall also indicate:

(a) the subject matter and nature of the investigation or proceeding;

(b) the principal need for the evidence or information sought;

(c) the full name, place and date of birth, address and any other available information, such as nationality, which may aid in the identification of the person or persons who are the subjects of the investigation or proceeding;

(d) the name, address and nationality of the person whose testimony or statement is sought, or from whom documents, records or articles of evidence are requested; and

(e) a description of the documents, records or articles of evidence to be produced or preserved, and of the manner in which they should be reproduced and authenticated.

(2) The requests, insofar as possible and to the extent necessary, shall also include:

(a) a description of the particular procedure to be followed, if any;

(b) a statement as to whether sworn or affirmed testimony or statements are required; and

(c) a description of the information, statement or testimony sought.

ARTICLE 25

EXECUTION OF REQUESTS

(1) Except as otherwise provided in this Chapter, requests shall be executed in accordance with the usual procedure under the laws of the Requested Party.

(2) The Requested Party may consent to a request to apply the procedure of the Requesting Party, to the extent that such procedures are not incompatible with the laws of the Requested Party.

(3) A person in the Requested Party from whom evidence is sought shall be bound to testify and produce documents, records, or articles of evidence in the same manner and to the same extent as in criminal investigations or proceedings in the Requested Party, unless such person has a right to refuse to do so under the laws of that Party.

(4) The appropriate judicial officers and other officials of the Requested Party shall use all means within their power under the laws of the Requested Party to execute requests. When the execution of a request requires judicial actions, the officials of the Requested Party shall present the requests to the appropriate court at no expense to the Requesting Party.

(5) On the express request of the Requesting Party, the Requested Party shall state the date and place of execution of the request. Under the requirements and provisions of the laws of either Party, appropriate officers of the Requesting Party, or other interested persons, may be present at the execution of the requests.

ARTICLE 26

RECORDS AND DOCUMENTS IN POSSESSION OF CONTRACTING PARTIES

Upon request, the Requested Party shall provide to the Requesting Party, on the same conditions and to the same extent as they would be available to authorities performing comparable functions in the Requested Party, the original or certified copies of:

(a) Judgments and decisions of courts, and

(b) Documents, records, and articles of evidence, including transcripts and official summaries of testimony, contained in the files of a court or investigative authority, if the Requested Party determines it is appropriate.

ARTICLE 27

SEARCHES AND SEIZURES OF PROPERTY AND ARTICLES

When the request seeks the handing over of any property or articles to be used in a criminal investigation or proceeding, and when this requires the execution of a search warrant, a search and seizure shall be made only in accordance with the laws of the Requested Party.

ARTICLE 28

DELIVERY AND RETURN OF DOCUMENTS, RECORDS, OR ARTICLES OF EVIDENCE

(1) The Requested Party may postpone the delivery of original documents or records, or articles of evidence requested if they are needed in connection with pending proceedings by the Requested Party.

(2) Any original documents, records or articles of evidence delivered in execution of requests shall be returned by the Requesting Party to the other Party as soon as possible unless the Requested Party waives their return.

(3) However, the competent authority of the Requesting Party shall be entitled to retain articles for disposition in accordance with its laws if such articles belong to persons in that Party and no title or other secured rights are claimed by a person in the Requested Party.

SECTION III
SERVICE OF DOCUMENTS

ARTICLE 29

REQUESTS FOR SERVICE OF DOCUMENTS

(1) A request for the service of documents, including court judgments, records of verdicts, writs, summonses or other documents which are transmitted to the Requested Party, shall include:

(a) the name of the authority requesting service;

(b) the name, address, and, if known, nationality of the person to be served; and

(c) the approximate allowances, travel and subsistence expenses payable to the witness or expert whose appearance is sought in the Requesting Party.

(2) If the Requesting Party specifies in its request of service a date for any personal appearance, it should take into consideration, when setting the date for the appearance and forwarding the request, that the request must be received by the Requested Party at least 30 days before that date.

ARTICLE 30

EXECUTIONS OF REQUESTS FOR SERVICE OF DOCUMENTS

(1) The Competent Authority of the Requested Party shall effect service of any document, which is transmitted for this purpose by the Competent Authority of the Requesting Party, in the manner provided by its own laws and procedure for the service of similar procedural documents.

(2) Proof of service shall be made by means of a receipt, dated and signed by the person served or by means of a declaration specifying the form and date of service and signed by the person effecting it.

(3) The Requested Party shall promptly transmit to the Requesting Party the receipt of service or the declaration.

(4) If service cannot be effected, the reasons shall be communicated to the Requesting Party with the documents sought to be served.

(5) Service of a document under this Article on a person other than a national of the Requesting Party does not confer jurisdiction in the Requesting Party.

(6) Each Contracting Party shall retain the right to serve documents on its own nationals in the Requested Party through its diplomatic or consular officials.

ARTICLE 31

APPEARANCE OF WITNESSES AND EXPERTS IN THE REQUESTING PARTY

(1) If the Requesting Party considers the personal appearance of a witness or expert before its judicial authorities especially necessary, that Party shall so indicate in its request for service of a summons. The Requested Party shall invite the witness or expert served to appear before the relevant judicial authority of the Requesting Party and ask whether the person agrees to the appearance.

The Requested Party shall promptly notify the Requesting Party of the reply of the witness or expert.

(2) A witness or expert who fails to answer a summons to appear before a judicial authority of the Requesting Party shall not, even if the summons contains a notice of penalty, be subjected to any civil or criminal forfeiture, measure of restraint or legal sanction unless subsequently the person enters the territory of the Requesting Party and is there again duly summoned.

ARTICLE 32

TRANSFER AND APPEARANCE OF DETAINED PERSONS

(1) If the appearance of a person held in custody is needed and requested by the Requesting Party as a witness or for purposes of confrontation before a judicial authority of that Party, the person in custody may temporarily be transferred to the territory of that Party if:

(a) The person in custody consents thereto;

(b) The transfer shall not prolong the custody; and

(c) The Requested Party determines that there are no other important reasons against the transfer.

(2) Execution of the request for the transfer of the person in custody may be postponed as long as the presence of the person is necessary for an investigation or proceeding in the Requested Party.

(3) The Requesting Party shall have the authority and obligation to keep the person in custody unless the other party authorizes release. When no longer needed, the person in custody shall be returned as soon as circumstances permit.

(4) The Requested Party shall not decline to return a transferred person solely because he is a national of that Party.

ARTICLE 33

TRANSFER OF AN ACCUSED PERSON

(1) When, in connection with a request for assistance under this Chapter, the Requesting Party requires the transfer to the other Party of an accused person for purposes of confrontation, the request shall so state. Upon transfer, the Requested Party shall hold him in custody as long as necessary and shall return him immediately thereafter.

(2) If the law of the Requested Party requires proof that the Requesting Party has the accused in custody, the Requesting Party shall attach to its request any judicial orders or other documents the Requested Party requires.

(3) On receipt of the request, the Competent Authority of the Requested Party will promptly seek from the appropriate authorities any legal process necessary to keep the accused in custody. The Requested Party will notify the Requesting Party that custody is authorized before the transfer takes place.

ARTICLE 34

SAFE CONDUCT

(1) A witness or expert, whatever his nationality, appearing before a judicial authority in the Requesting Party pursuant to a request made under this Treaty, shall not be prosecuted or, except as provided in paragraph (3) of Article 32 or paragraph (1) of Article 33, be detained or subjected to any other restriction of personal liberty in the territory of that Party with respect to any act or conviction which preceded his departure from the territory of the Requested Party.

(2) A person, whatever his nationality, summoned before a judicial authority in the Requesting Party to answer for acts forming the subject of proceedings against him, shall not be prosecuted or detained or subjected to any other restriction of his personal liberty for acts or convictions which preceded his departure from the territory of the Requested Party and which are not specified in the request.

(3) The safe conduct provided in this Article shall cease if 10 days after the person receives official notification that his presence is no longer required, the person, being free to leave the territory of the Requesting Party, has not done so, or after having left, has voluntarily returned.

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SECTION IV
INFORMATION

ARTICLE 35

EXCHANGE OF INFORMATION

(1) With a view to furthering the purposes of this Treaty, the authorities of either Party are authorized to furnish any information, documents, records or evidence which may be of interest to the other in pertinent matters including investigations or proceedings in either Party, to the extent permitted by their laws and under such conditions as are appropriate.

(2) Where appropriate, the Parties will provide each other relevant information relating to their laws, regulations, statutes and international practices in criminal matters.

ARTICLE 36

RECORDS

(1) To the maximum extent possible, the appropriate authorities of the Contracting Parties shall inform each other of criminal convictions and subsequent measures concerning nationals of the other Party.

(2) On request, the Parties shall provide copies of judicial records relating to criminal proceedings against a national of the Requesting Party to the same extent as those records are available to judicial authorities in the Requested Party.

ARTICLE 37

LOCATION OF PERSONS

If the Requesting Party requests information as to the location of persons who are believed to be within the Requested Party, the Requested Party shall make every effort to ascertain the whereabouts and addresses of such persons in its territory. Such requests shall include all available information on identity and location.

SECTION V
PROCEDURE

ARTICLE 38

COMPETENT AUTHORITIES

(1) The Competent Authorities under Chapter II of this Treaty shall be the Department of Justice of the United States of America and the Ministry of Justice of the Republic of Turkey.

(2) Requests under this Chapter shall be made only by the Competent Authorities and may be transmitted directly between them or through diplomatic channels.

(3) The Competent Authority of the Requested Party shall promptly transmit requests to the appropriate authorities for execution.

ARTICLE 39

ACTION ON THE REQUEST

(1) If the Requested Party determines that the request for assistance is not consistent with the provisions of this Chapter or that it cannot be executed, that Party shall immediately inform the Requesting Party and specify the reasons.

(2) Upon completion of a request for assistance, the Requested Party shall return the original request to the Requesting Party together with all the documents, information and evidence obtained.

ARTICLE 40

LANGUAGE

(1) Requests for mutual assistance and all supporting documents shall be prepared in the language of the Requesting Party.

(2) These requests and their supporting documents shall be accompanied by true and complete translations in the language of the Requested Party.

(3) Translation of all transcripts, statements, or documents or records obtained through a request shall be incumbent upon the Requesting Party.

ARTICLE 41

EXPENSES

Requests under this Chapter shall be executed by the Requested Party without any expense to the Requesting Party, except for the following:

(a) Allowances, including subsistence and travel expenses, for a witness or expert invited to appear in the Requesting Party under Article 31. These allowances and expenses shall be calculated as from the place of residence in the Requested Party and shall be at rates equal to those provided in the schedules and rules in force in the Requesting Party;

(b) Expenses involved in the transfer and return of detained persons transferred under Article 32 or Article 33; and

(c) Fees of private experts specified by name in the request.

CHAPTER III
FINAL PROVISIONS

ARTICLE 42

TERRITORIAL APPLICATION

(1) A reference in this Treaty to the territory of either Contracting Party is a reference to all territory under its jurisdiction.

(2) This Treaty shall not affect obligations which the Contracting Parties have undertaken or will undertake under any multilateral international agreement.

ARTICLE 43

SCOPE OF EFFECT

This Treaty shall apply to offenses encompassed by Article 2 committed before and after the date this Treaty enters into force. Extradition shall not be granted, however, for an offense committed before this Treaty enters into force which was not an extraditable offense under previous agreements.

ARTICLE 44

ENTRY INTO FORCE AND DENUNCIATION

(1) The present Treaty shall be subject to ratification and the exchange of the instruments of ratification shall take place in Washington.

(2) The present Treaty shall enter into force 30 days after the exchange of the instruments of ratification and shall remain in force indefinitely.

(3) Upon entry into force of this Treaty, the Treaty of Extradition between the United States and Turkey signed at Lausanne, Switzerland on August 6, 1923,[1] shall cease to have effect, except that requests presented prior to entry into force of the present Treaty shall be processed according to the provisions of the Treaty of 1923.

(4) Either Contracting Party may denounce and terminate this Treaty by giving prior written notice to the other Party. Such denunciation shall take effect six months after the receipt of the notice.

IN WITNESS WHEREOF the respective Plenipotentiaries of the Contracting Parties have signed the present Treaty and have affixed hereunto their seals.

DONE at Ankara in duplicate, this seventh day of June, 1979, in the English and Turkish languages, both texts being equally authentic.

[2]

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

[3]

FOR THE GOVERNMENT OF
THE REPUBLIC OF TURKEY:

---

[1] TS 872; 49 Stat. 2692.
[2] Ronald I. Spiers.
[3] I. Divanlioğlu.

APPENDIX

1. Murder.
2. Manslaughter.
3. Aggravated wounding, injury, or assault, even when loss of life results; wounding or injuring with intent to cause grievous bodily harm.
4. Illegal abortion.
5. Kidnapping; abduction; false imprisonment; child-stealing.
6. Rape; indecent assault; incest; bigamy.
7. Unlawful sexual acts with or upon children under the age specified by the laws both of the Requesting and Requested Parties.
8. Procuration.
9. Libel.
10. Willful non-support or willful abandonment of a minor or other dependent person when by reason of such non-support or abandonment the life of that minor or other dependent person is or is likely to be endangered.
11. Robbery; larceny; burglary; embezzlement; extortion.
12. Malicious damage to property.
13. Fraud, including breach of trust and offenses against the laws relating to the unlawful obtaining of money, property or securities.
14. Offenses against the laws relating to forgery, including the making of forged documents or records, whether official or private, or the uttering or fraudulent use of documents or records.

15. Receiving, possessing, or transporting for personal benefit any money, valuable securities, or other property, knowing the same to have been unlawfully obtained.

16. Offenses relating to counterfeiting.

17. Perjury, including subornation of perjury; false swearing; false statements, either written or oral, made to a judicial authority or to a government agency or office.

18. Arson.

19. Unlawful obstruction of judicial proceedings or proceedings before governmental bodies or interference with an investigation of a violation of a criminal statute, by influencing, bribing, impeding, threatening, or injuring by any means any officer of the court, juror, witness, or duly authorized criminal investigator.

20. a. Unlawful abuse of official authority which results in bodily injury or deprivation of life, liberty of property of any person.

    b. Unlawful injury or intimidation in connection with, or interference with, voting or candidacy for public office, jury service, government employment, or the receipt or enjoyment of benefits provided by government agencies.

21. Facilitating or permitting the escape of a person from custody; prison mutiny.

22. Offenses against the laws relating to bribery.

23. Offenses against the laws relating to civil disorders.

24. Offenses against the laws relating to organized criminal enterprises or associations.

25. Any act willfully jeopardizing the safety of any person traveling upon a railway or in any aircraft or vessel or other means of transportation.

26. Piracy, by statute or by the law of nations; mutiny or revolt aboard an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel; any seizure or exercise of control, by force or violence, or threat of force or violence, of an aircraft or vessel.

27. a. Offenses against the laws relating to importation, exportation or transit of goods, articles, or merchandise, including smuggling.

    b. Offenses relating to willful evasion of taxes and duties.

    c. Offenses against the laws relating to international transfers of funds.

28. Offenses against the bankruptcy laws.

29. Offenses against the laws relating to narcotic drugs, Cannabis sativa L., hallucinogenic drugs, cocaine and its derivatives, and other dangerous drugs and chemicals.

30. Offenses against the laws relating to the illicit manufacture of or traffic in poisonous chemicals or substances injurious to health.

31. Offenses against the laws relating to firearms, ammunition, explosives, incendiary devices or nuclear materials.

32. Offenses against the laws relating to the sale or transportation or purchase of securities or commodities.

33. Any other act for which extradition may be granted in accordanee with the laws of both Contracting Parties.

AMERİKA BİRLEŞİK DEVLETLERİ
İLE
TÜRKİYE CUMHURİYETİ

ARASINDA

SUÇLULARIN GERİ VERİLMESİ
VE
CEZA İŞLERİNDE KARŞILIKLI YARDIM ANLAŞMASI

Amerika Birleşik Devletleri ve Türkiye Cumhuriyeti, suçluların geri verilmesinin yeniden düzenlenmesi ve ceza işlerinde karşılıklı yardım ilkelerinin saptanması yolu ile suçların önlenmesinde daha etkin bir işbirliği sağlamak isteği ile aralarında bir "Suçluların Geri Verilmesi ve Ceza İşlerinde Karşılıklı Yardım Anlaşması" bağıtlamayı kararlaştırmışlar ve bu amaçla Yetkili Temsilcileri olarak:

Amerika Birleşik Devletleri Başkanı:

Amerika Birleşik Devletleri Büyükelçisi, Ronald I. Spiers'i

Türkiye Cumhuriyeti Cumhurbaşkanı:

Dışişleri Bakanlığı Konsolosluk Genel Müdürü

Bay İldeniz Divanlıoğlu'nu,

atamışlardır.

Bu Temsilciler, usulüne uygun ve geçerli yetki belgelerinin karşılıklı değişiminden sonra, aşağıdaki maddeler üzerinde anlaşmışlardır:

BÖLÜM I
SUÇLULARIN GERİ VERİLMESİ

KESİM I
GENEL HÜKÜMLER

MADDE 1

SUÇLULARI GERİ VERME YÜKÜMLÜLÜĞÜ

(1) Sözleşen Taraflar, İstenilen Taraf ülkesi içinde bulunup da bir suçtan ötürü hakkında kovuşturma yapılan veya bir suçla itham edilmiş veya bir suçtan hüküm giymiş olan, veya İsteyen Taraf ülkesinde işlenmiş bir suç nedeniyle adli yargı organlarınca verilmiş bir cezanın yerine getirilmesi amacıyla diğer Taraf'ça istenen tüm kişileri, bu Anlaşma'da yer alan hüküm ve koşullara uygun olarak, birbirlerine teslim etmeyi üstlenirler.

(2) Suç, İsteyen Taraf ülkesi dışında işlenmiş olduğu takdirde, İstenilen Taraf:

(a) Kendi yasaları, benzer koşullarda işlenmiş böyle bir suçun cezalandırılmasını öngörüyorsa, veya

(b) Suç, İsteyen Taraf'ın bir uyruğu tarafından işlenmiş olup da, anılan Taraf'ın kendi yasalarına göre bu kişiyi yargılama yetkisi varsa,

bu Anlaşma'da belirtilen hükümlere bağlı olarak, suçlunun geri verilmesini kabul edecektir.

MADDE 2

GERİ VERME KONUSU OLABİLECEK SUÇLAR

(1) Geri verme konusu olabilecek suçlar, bu Anlaşma hükümlerine uygun olmak üzere, şunlardır:

(a) Bu Anlaşma'ya Ek Liste'de yazılı olsun olmasın, hem Birleşik Devletler federal yasalarına, hem de Türkiye yasalarına göre, asgari haddi bir yılı aşan süre ile hürriyeti bağlayıcı bir cezayı veya daha ağır bir cezayı gerektiren suçlar.

(b) Bu Anlaşma'ya Ek Liste'de yazılı olup hem İsteyen Taraf, hem de İstenilen Taraf yasalarına göre, asgari haddi bir yılı aşan bir süre veya daha ağır bir cezayı gerektiren suçlar.

Geri verme amaçları bakımından, Sözleşen Taraflar'ın yasalarının, suça aynı suçlar kategorisi içinde yer verip vermemesi veya bir suçu aynı deyimlerle niteleyip nitelememesi önemli olmayacaktır.

(2) Geri verme konusu olabilecek bir suçla ilgili cezanın veya hürriyeti bağlayıcı mahkûmiyet hükmünün yerine getirilmesi amacıyla yapılan geri verme istemi, bakiye cezanın veya infaz edilecek mahkûmiyetin süresi en az altı ay olduğu takdirde kabul edilecektir.

(3) (1)nci fıkrada belirtilen koşullara bağlı olmak üzere, geri verme şu suçlar için de kabul edilecektir:

(a) Geri vermeye konu olabilecek herhangi bir suçun işlenmesine teşebbüs, veya böyle bir suça aslî, müşterek veya feri fail olarak katılma;

(b) Sözleşen Taraflar'ın her ikisinin yasalarına göre de suç teşkil etmesi kaydıyla, Türkiye yasalarına göre suç işlemek için cemiyet teşkili ve Birleşik Devletler yasalarına göre iki veya daha çok kişinin kanunsuz bir eylem için anlaşması;

(c) Yalnız Birleşik Devletler yargı yetkisinin uygulanması amacıyla; kişi veya malların nakledilmesinin, iletilmesinin veya dış veya eyaletlerarası ticaretin yapılmasında posta veya öteki haberleşme yollarının veya başkaca araçların kullanılmasının, belli bir suçun unsurunu meydana getirmesi halinde, Anlaşma'ya göre geri vermeye konu olabilecek böyle bir suç.

(4) Geri verme istemi, birbirinden ayrı çeşitli suçları kapsadığı ve geri vermeye konu olabilecek suçlardan biri için kabul edildiği takdirde, yukarıda (1) ve (2)nci fıkralar gereklerini, İsteyen Taraf'ta çekilecek hürriyeti bağlayıcı ceza veya yerine getirilecek ceza mahkûmiyetinin süresi bakımından yalnız başına karşılayamayacak olan ve nitelik yönünden geri verme konusu olabilecek öteki suçlar için de, geri verme kabul edilecektir.

MADDE 3

REDDETME KOŞULLARI

(1) Geri verme aşağıdaki hallerde kabul edilmeyecektir:

(a) Geri verme istemine konu olan suç, İstenilen Taraf'ça, siyasi nitelikte veya böyle bir suçla murtabıt bir suç sayılır ise; veya geri verme isteminin, gerçekte, istenen kişiyi, siyasi görüşleri nedeniyle kovuşturmak veya cezalandırmak için yapılmış olduğuna İstenilen Taraf'ça kanaat getirilir ise.

Bununla birlikte, bir Devlet Başkanına veya Hükümet Başkanına veya aileleri üyelerinden birine karşı işlenmiş veya işlenmeye teşebbüs edilmiş bir suç, siyasi nitelikte bir suç sayılmayacaktır.

Bu fıkra hükümleri, Sözleşen Taraflar'ın, çoktaraflı uluslararası bir anlaşma ile, halen üstlenmiş oldukları veya sonradan üstlenebilecekleri bir yükümlülüğü etkilemez.

(b) Geri verme istemine konu olan suç, adli ceza yasalarına göre suç olmayan sırf askeri nitelikte bir suç ise;

(c) Teslimi istenen kişi, İsteyen veya İstenilen Taraflar'dan birinin yasalarına göre, geri verme istemine konu olan suçtan ötürü kovuşturulmaktan veya cezalandırılmaktan, zamanaşımı nedeniyle, bağışık ise;

(d) Teslimi istenen kişi, geri verme istemine konu olan suçtan ötürü İstenilen Devlet'te yargılanarak kesin ve bağlayıcı bir hükümle beraat etmiş veya mahkûm olmuş ise;

(e) Geri verme istemine konu olan suç, İstenilen Taraf'ın yasalarına göre, bu Taraf ülkesinde işlenmiş olup da, kovuşturma için İstenilen Taraf adli makamlarına intikal ettirilmiş veya intikal ettirilecek ise; veya

(f) Geri verme istemine konu olan suç, Taraflar'dan birinde çıkarılan genel veya özel affa konu olmuş veya olmakta ise.

(2) Geri verme, aşağıdaki hallerden birinde reddedilebilir:

(a) Teslimi istenen kişi, aynı suçtan ötürü İstenilen Taraf'ta kovuşturulmakta ise;

(b) İstenilen Taraf, aynı suçtan ötürü, kovuşturmamak veya kovuşturmayı durdurmak kararı almış ise; veya

(c) Teslimi istenen kişi, aynı suçtan ötürü bir üçüncü Devlet ülkesinde yargılanarak beraat etmiş veya mahkûm olmuş ise.

MADDE 4

UYRUKLAR

(1) Sözleşen Taraflar'dan hiç biri, kendi uyruklarını geri vermek zorunda olmayacaktır. Ancak, Birleşik Devletler'in yetkili yürütme makamı, kendi seçimine göre, yerinde gördüğü takdirde, kendi uyruklarının geri verilmesini kabul etmeye yetkili olacaktır.

(2) İstenilen Taraf kendi uyruğunu geri vermediği takdirde, yasasında öngörülmek kaydıyla kovuşturma işleminin yapılabilmesi için, İsteyen Taraf'ın istemi üzerine, durumu yetkili makamlarına iletecektir. İstenilen Taraf ek belge veya kanıtlara gerek görür ise, bu gibi belge veya kanıtlar bu Taraf'a masrafsız sağlanacaktır. İsteyen Taraf'a isteminin sonuçlarından bilgi verilecektir.

(3) Bu Anlaşma'nın yürürlüğe girmesinden önce işlenmiş suçlardan ötürü aranmakta olan kişilerin teslimine ilişkin istemler, İstenilen Taraf'ça, bu Taraf'ın uyrukları için kabul edilmeyecektir.

MADDE 5

BELİRLEME YETKİSİ

Suçun, 3.üncü Maddede sayılan nedenlerle geri vermenin reddolunmasını gerektirecek niteliğini belirleme hakkı, yalnız İstenilen Taraf'ın yetkisinde bulunacaktır.

MADDE 6

HABERLEŞME YOLLARI VE DİLİ

(1) Geri verme istemi, diplomatik yollardan yazılı biçimde yapılacaktır.

(2) Geri verme istemi, İsteyen Taraf'ın dilinde yazılacaktır.

Bununla birlikte, geri verme istemine ve dayanağı belgelere, İstenilen Taraf dilinde onaylı çevirileri eklenecektir.

KESIM II
İSTEMLER

MADDE 7

İSTEMİN İÇERİĞİ

(1) Hakkında kovuşturma yapılan veya bir suçla itham edilen ve henüz hüküm giymemiş olan bir kişi ile ilgili isteme aşağıdaki belgeler eklenecektir:

(a) Bir yargıç veya başka yetkili adli bir görevli tarafından çıkarılmış tutuklama müzekkeresi;

(b) Olayın maddi unsurlarına ilişkin bir açıklama;

(c) Suç, İstenilen Taraf ülkesinde işlenmiş olsa idi, İstenilen Taraf'ın yasalarına göre, istenen kişinin tutuklanmasını ve mahkemeye sevkini haklı gösterebilecek olan kanıtlar;

(d) İstenen kişinin, tutuklama müzekkeresinde belirtilen kişi olduğunu gösteren ve varsa, uyrukluğuna ilişkin bilgileri de içeren kanıtlar; ve

(e) İsteyen Taraf'ın; suçu tanımlayan, bu suç için öngörülen cezayı belirleyen ve dava veya ceza zamanaşımlarına ilişkin yasaları da dahil olmak üzere, suça uygulanabilecek yasalarının madde metinleri.

(2) Hüküm giymiş olmakla birlikte hakkındaki ceza yargısı veya kararı keşinleşmemiş olan kişi ile ilgili isteme, aşağıdaki belgeler eklenecektir:

(a) Ceza yargısı veya mahkümiyet kararının onaylı örneği;

(b) Dava konusu olayın maddi unsurlarına ilişkin bir açıklama;

(c) Bir yargıç veya başka yetkili adli bir görevli tarafından çıkarılmış tutuklama müzekkeresi;

(d) İstenen kişinin ceza yargısı veya mahkümiyet kararında belirtilen kimse olduğunu gösteren ve varsa, uyrukluğuna ilişkin bilgileri de içeren kanıtlar; ve

(e) İsteyen Taraf'ın; suçu tanımlayan, bu suç için öngörülen cezayı belirleyen ve dava veya ceza zamanaşımlarına ilişkin yasaları da dahil olmak üzere, suça uygulanan yasalarının madde metinleri.

(3) Hakkında kesin bir ceza yargısı veya kararı bulunan bir kişiye ilişkin isteme, aşağıdaki belgeler eklenecektir:

(a) Kesin ceza yargısı veya mahkümiyet hükmünün onaylı örneği;

(b) Dava konusu olayın maddi unsurlarına ilişkin bir açıklama;

(c) Bir yargıç veya başka yetkili adli bir görevli tarafından çıkarılmış tutuklama müzekkeresi veya tutukluluk emri;

(d) Hapis cezasının ne kadarının çekilmiş olduğunu gösteren bir belge;

(e) İstenen kişinin kesin ceza yargısı veya mahkûmiyet hükmünde belirtilen kişi olduğunu gösteren ve, varsa, uyrukluğuna ilişkin bilgileri de içeren kanıtlar; ve

(f) İsteyen Taraf'ın; suçu tanımlayan, bu suç için öngörülen cezayı belirleyen ve dava veya ceza zamanaşımlarına ilişkin yasaları da dahil olmak üzere, suça uygulanan yasalarının madde metinleri.

(4) Duruşmada hazır bulunmaksızın veya gıyabında hüküm giyen bir kişi ile ilgili isteme, şu belgeler eklenecektir:

(a) Ceza yargısı veya mahkûmiyet kararının onaylı örneği;

(b) Dava konusu olayın maddi unsurlarına ilişkin bir açıklama;

(c) Bir yargıç veya başka yetkili adli bir görevli tarafından çıkarılmış tutuklama müzekkeresi veya tutukluluk emri;

(d) Suç, İstenilen Taraf ülkesinde işlenmiş olsa idi, İstenilen Taraf'ın yasalarına göre, istenen kişinin tutuklanmasını ve mahkemeye sevkini haklı gösterebilecek olan kanıtlar;

(e) İstenen kişinin ceza yargısı veya mahkûmiyet kararında belirtilen kişi olduğunu gösteren ve, varsa, uyrukluğuna ilişkin bilgileri de içeren kanıtlar; ve

(f) İsteyen Taraf'ın; suçu tanımlayan, bu suç için öngörülen cezayı belirleyen ve dava veya ceza zamanaşımlarına ilişkin yasaları da dahil olmak üzere, suça uygulanan yasalarının madde metinleri.

Bu gibi mahkûmiyet kararları, İsteyen Taraf'ın yasasında öyle öngörülmekte ise, kesin hüküm gibi işleme tabi tutulabilecektir.

MADDE 8

EK KANIT VE BİLGİLER

(1) İstenilen Taraf, bir kişinin geri verilmesi için yapılan istemin dayanağı olarak verilen kanıt ve bilgilerin, bu Anlaşma gereklerinin yerine getirilmesi için yeterli olmadığı görüşünde ise, anılan Taraf, gerekli ek kanıt ve bilgileri isteyecektir. Anılan Taraf, bu kanıt ve bilgilerin verilmesi için bir süre saptayabilir ve, İsteyen Taraf'ın nedenlerini de göstereceği başvurusu üzerinde, sürenin, makul bir zaman için uzatılmasını kabul edebilir.

(2) İstenen kişi, tutuklu ise ve verilmiş olan ek kanıt ve bilgiler yeterli değilse, veya bu kanıt ve bilgiler İstenilen Taraf'ça belirtilen süre içinde alınmamış ise, serbest bırakılacaktır. Ancak, böyle bir serbest bırakma, aynı suçtan ötürü daha sonra geri verme için istemde bulunulmasını önlemeyecektir. Bu takdirde, sonraki istemde, daha önce verilmiş olan dayanak belgelere atıfta bulunulması yeterli olacaktır.

MADDE 9

ALINACAK ÖNLEMLER

Sözleşen Taraflar, geri verme istemine ilişkin bilgi ve belgelerin alınmasından sonra, istenen kişinin aranması da dahil olmak üzere, gerekli tüm önlemleri alacaklardır.

Aranan kişi, bulunduğunda, İstenilen Taraf yetkili makamları karara varıncaya kadar, tutukluluk altında bulundurulacaktır. Geri verme istemi kabul edildiği takdirde, tutukluluk hali teslime deyin sürdürülecektir.

MADDE 10

GEÇİCİ TUTUKLAMA

(1) İvedi hallerde, Sözleşen Taraflar'dan her biri, geri verme isteminin diplomatik yollardan İstenilen Taraf'a verilmesinden önce, aranan kişinin geçici tutuklanması veya tutukluluk altına alınması için başvuruda bulunabilir. Geçici tutuklama veya tutukluluk altına alma istemi, diplomatik yollardan veya Birleşik Devletler Adalet Bakanlığı ile Türkiye Adalet Bakanlığı arasında doğrudan doğruya yapılacaktır.

(2) Geçici tutuklama veya tutukluluk başvurusunda, bir tutuklama müzekkeresi veya mahkeme kararının var olduğu ve geri verme isteminde bulunulması niyetinde olunduğu belirtilecektir. Başvuruda, geri verme istemine konu olan suç ile, bu suçun nerede ve ne zaman işlendiği belirtilecek ve istenen kişinin eşkâli ve uyrukluğu ile ilgili eldeki tüm bilgiler verilecektir. Başvuruda, ayrıca, eğer suç İstenilen Taraf'ta işlenmiş veya istenen kişi bu Taraf'ta hüküm giymiş olsa idi, İstenilen Taraf'ta bir tutuklama müzekkeresi çıkarılmasını haklı göstermek için gerekli olabilecek ek bilgiler de, varsa, gösterilecektir.

(3) İstenilen Taraf, geçici tutuklama veya tutukluluk için gerekli düzenlemeleri yapacak ve, istenen kişinin, 7.nci Maddede yazılı belgelerin tutuklama veya tutukluluk tarihinden itibaren 60 günlük bir süre içinde verilmemesi halinde, serbest bırakılacağını belirterek, bu kişinin tutuklandığı veya tutukluluk altına alındığı tarihi diğer Taraf'a bildirecektir.

(4) Geri verme belgeleri, İstenilen Taraf'ın yürütme makamına 60 günlük zaman süresi içinde verildiği takdirde, tutuklama veya tutukluluk hali, İstenilen Taraf yetkili makamlarınca geri verme istemi konusunda bir karara varılıncaya kadar sürecektir. Geri verme istemi kabul edildiği takdirde, tutuklama veya tutukluluk hali, İstenilen Taraf yasalarının izin verdiği ölçüde uzatılabilir.

(5) İstenen kişi, geri verme belgeleri İstenilen Taraf yürütme makamınca 60 günlük zaman süresi içinde alınmamış olduğu için tutukluluk haline son verilip serbest bırakıldığı takdirde, İsteyen Taraf, belgelerin İstenilen Taraf'ça daha sonra alınması üzerine, geri verme için yeni bir istemde bulunabilir.

KESİM III
KARARLAR

MADDE 11

GERİ VERME VE TESLİM KARARI

(1) İstenilen Taraf, geri verme istemi üzerine aldığı kararı İsteyen Taraf'a hemen bildirecektir. İstenilen Taraf, geri verme isteminin tamamen veya kısmen reddi halinde, bunun nadenlerini belirtecektir.

(2) Geri verme istemi kabul edildiği takdirde, Sözleşen Tarafların yetkili makamları, istenen kişinin teslim edileceği zaman ve yer konusunda anlaşmaya varacaklardır. Teslim, İstenilen Taraf'ın yasaları ile belirlenmiş olabilecek zaman için gerçekleştirilecektir.

(3) İstenen kişi, (2)nci fıkraya göre gerekli zaman içinde İstenilen Taraf Ülkesinden teslim alınmadığı takdirde, serbest bırakılabilir. İstenilen Taraf, sonradan, bu kişiyi aynı suçtan ötürü geri vermeyi reddedebilir.

(4) Sözleşen Taraflar'dan birinin kontrolü dışındaki koşullar, geri verilecek kişinin, (2)nci fıkraya göre gerekli zaman içinde teslimine veya alınmasına engel olduğu takdirde, bu Taraf belirlenen zamanın bitiminden önce diğer Sözleşen Taraf'a bildirimde bulunacaktır. Bu gibi bir durumda, Sözleşen Taraflar'ın yetkili makamları, teslim için yeni bir zaman üzerinde anlaşmaya varabilirler.

(5) İstenen kişi teslimden önce kaçtığı ve daha sonra bulunduğu takdirde, geri verme için yapılacak yeni isteme, 7.nci Maddede belirtilen belgelerin eklenmesi gerekmez.

MADDE 12

İSTEMLERİN ÇAKIŞMASI

(1) Aynı veya değişik suçlardan ötürü birden fazla Devlet tarafından geri verme isteminde bulunulduğu takdirde, İstenilen Taraf, tüm koşulları ve özellikle istenen kişinin uyrukluğunu, suçun veya suçların işlendiği yeri, suçun veya suçların ağırlığını, ve geri verme istemlerinin sırasıyla tarihlerini gözönüne alarak, bu istemler üzerinde serbestçe karar verecektir.

(2) İstenilen Taraf, böyle bir durumda geri vermeyi kabul ederken, ayrıca geri verme isteminde bulunmuş olan bir üçüncü Devlet'e istenen kişiyi sonradan teslim etmek yetkisini, İsteyen Taraf'a verebilir.

MADDE 13

TESLİMİN ERTELENMESİ

Teslimi istenen kişi, İstenilen Taraf ülkesinde, geri verme isteminde bulunulmuş olan suçtan başka bir suç nedeniyle kovuşturulmakta veya bir hapis cezasını çekmekte ise, bu kişinin teslimi, kovuşturmanın sonuçlandırılmasına ve verilmiş veya verilebilecek bir cezanın tamamen yerine getirilmesine kadar İstenilen Taraf'ça ertelenebilir. Bu takdirde, İstenilen Taraf, durumdan, İsteyen Taraf'a bilgi verecektir.

MADDE 14

KOVUŞTURMA SONUÇLARINDAN BİLGİ VERİLMESİ

(1) İstenen kişinin teslim edilmiş olduğu Sözleşen Taraf, bu kişi hakkında açılan cezai kovuşturma sonucundan diğer Taraf'a bilgi verecektir.

(2) Mahkûmiyet halinde, kesin ceza yargısının onaylı bir örneği diğer Sözleşen Taraf'a iletilecektir.

MADDE 15

EŞYA VE DEĞERLERİN TESLİMİ

(1) İsteyen Taraf'ın istemi üzerine, İstenilen Taraf, kendi yasalarına ve üçüncü tarafların haklarına bağlı olarak, aşağıdaki eşya ve değerlere elkoyup bunları teslim edecektir:

(a) Suçun işlenmesinde kullanılmış veya kanıt olarak gerekli olabilecek eşya;

(b) Suçun bir sonucu olarak elde edilmiş olup da yakalama veya tutuklama sırasında istenen kişinin zilyetliğinde bulunmuş olan, veya sonradan ortaya çıkarılan eşya ve değerler;

(c) Suçla ilgili olan eşya ve değerlerden, sonradan elde edilmiş maddeler.

(2) (1) inci fıkrada belirtilen eşyanın İsteyen Taraf'a teslimi, mümkünse, geri verilen kişinin teslimi ile aynı zamanda yapılacaktır. (1)inci fıkra uyarınca elkoyulan eşya ve değerler, geri verme kabul edildiği halde istenen kişinin ölümü veya kaçması nedeniyle yerine getirilemeyecek bile olsa, yine teslim edilecektir.

(3) Anılan eşya ve değerler, İstenilen Taraf ülkesinde yapılmak üzere olan kovuşturmalar için geçici olarak alıkonulabilir veya geri verilmesi koşulu ile teslim edilebilir.

(4) Ancak, İstenilen Taraf'ın veya bir üçüncü Devlet'in anılan eşya ve değerler ile ilgili hakları saklıdır. Bu hakların var olduğu hallerde, eşya ve değerler, İstenilen Taraf'a masrafsız olarak ve kovuşturmalardan sonra mümkün olan en kısa sürede geri gönderilecektir.

KESİM IV
ÖZEL HÜKÜMLER

MADDE 16

HUSUSİLİK KURALI

(1) İşbu Anlaşma'ya uygun olarak geri verilmiş olan kişi, aşağıdaki haller dışında, İstenilen Taraf Ülkesinden teslîminden önce işlenmiş olup da geri vermenin kabul edilmiş olduğu suçtan başka herhangi bir suçtan ötürü kovuşturulamaz, cezalandırılamaz, veya bir cezanın yerine getirilmesi için tutuklanamaz veya kişisel hürriyetinin başka herhangi bir biçimde kısıtlanmasına tabi tutulamaz veya bir üçüncü Devlet'e teslim edilemez:

(a) Geri verilen kişi, teslim edilmiş olduğu Taraf'ın ülkesini, kesin serbest bırakıldığı tarihten itibaren 60 günlük bir süre içinde terketmek fırsatına sahip olduğu halde, yine bu Taraf ülkesinde kalmış ise. Bu süre, serbest bırakılan kişinin, irade dışı nedenlerle bu Taraf ülkesini terketmemiş olduğu zamanı içermez;

(b) Bu kişi, terkettikten sonra, teslim edildiği Taraf ülkesine kendi isteği ile dönmüş ise; veya

(c) İstenilen Taraf'ın açık rızası var ise.

(2) Teslimden önce işlenmiş olup da geri vermenin kabul edilmiş olduğu suçtan başka bir suç ile ilgili olarak kovuşturma yapılması veya bir hapis cezasının yerine getirilmesi amacı ile İstenilen Taraf'ın rızası istendiğinde, İsteyen Taraf, işbu Anlaşma'nın 7.nci Maddesinde öngörülen usullere uyacak ve rıza istemi ile ilgili olarak geri verilmiş kişi tarafından yapılmış beyanın bir yargıç veya yetkili memur tarafından düzenlenen tutanağını İstenilen Taraf'a sağlayacaktır.

MADDE 17

ÜÇÜNCÜ BİR DEVLETE YENİDEN GERİ VERME

(1) 16.ncı Maddenin (1)nci fıkrası hükmü saklı kalmak üzere, İsteyen Taraf'a geri verilmiş olup teslimden önce işlenmiş bir suçtan ötürü Üçüncü bir Devlet tarafından istenen kişi, İstenilen Taraf'ın rızası olmadıkça, İsteyen Taraf'ça Üçüncü bir Devlete yeniden geri verilemez.

(2) Üçüncü bir Devlete yeniden geri vermeye ilişkin rıza istemine, İstenilen Taraf'ça kendi kararına esas olmak üzere gerek görüldüğü takdirde, Üçüncü bir Devlet tarafından yapılmış geri verme isteminin dayanağı olan belgeler eklenecektir. Bu belgeler, Anlaşma'nın 7.nci Maddesinde yazılı belgelere uygun olacaktır.

MADDE 18

TRANSİT GEÇİŞ

(1) Geri vermeye konu olan kişinin üçüncü bir Devlet'ten alınıp Sözleşen Taraflar'dan birisinin ülkesi üzerinden diğer Sözleşen Taraf ülkesine transit geçişine izin verilebilmesi için, suçun 2.nci Madde uyarınca geri vermeye elverişli bir suç olması ve transit geçişe izin vermesi isteminde bulunulan Taraf'ın bu suçu 3.ncü Madde kapsamında görmemesi gerekir.

Transit geçiş istemine, tutuklama müzekkeresinin, kesin ceza yargısının veya tutukluluk emrinin bir örneği eklenecektir. Ayrıca, istem, 7.nci Maddede belirtilen biçimde bir açıklamayı de içerecektir.

(2) İstenilen Taraf, ne kendi uyruklarının transit geçişlerine, ne de kendi ülkesinde kovuşturulabilecek veya bir hapis cezasını çekmesi gerekebilecek kişilerin transit geçişlerine izin vermek zorunda olmayacaktır.

(3) Hava ulaşımı kullanıldığı takdirde, aşağıdaki hükümler uygulanacaktır:

(a) Herhangi bir duraklama öngörülmüyor ise, Sözleşen Taraf diğer Sözleşen Taraf'a transit geçişin yapılacağını bildirerek, tutuklama müzekkeresinin, kesin ceza yargısının veya tutukluluk emrinin var olduğunu belgelendirecek ve transite konu olan kişinin adını ve uyrukluğunu bildirecektir.

(b) Önceden öngörülmeyen bir iniş halinde, (a) bendine göre yapılacak bildirim, 10.ncu Maddede hükme bağlandığı gibi geçici tutuklama için yapılmış bir istem hükmünde olacaktır. Bundan sonra (1)nci fıkra hükmüne göre transit geçiş isteminde bulunulacaktır.

(c) Duraklama gerekli olduğu takdirde, transit geçiş isteyen Sözleşen Taraf, (1)nci fıkra hükmüne göre istemde bulunacaktır.

(4) Transit geçişi sağlamak üzere koşullar tutukluluk halini gerektirdiği takdirde, transit geçiş isteminde bulunan Sözleşen Taraf'ın 10.ncu Madde hükümlerine uyması istenebilecektir.

MADDE 19

İDARİ KONULAR

(1) İstenilen Taraf ülkesinde istenen kişinin geri verilmesi isteminin işleme konulması ile ilgili giderler, teslime kadar bu Taraf'ça karşılanacaktır. Teslimden sonraki giderler İsteyen Taraf'a ait olacaktır.

(2) Transit geçiş nedeniyle yapılan giderler İsteyen Taraf'a ait olacaktır.

(3) 7.nci Madde gereği olarak verilen belgeler, Birleşik Devletler Dışişleri Bakanlığı veya Türkiye Adalet Bakanlığı mühürüyle mühürlenmiş olmak ve diğer yönleriyle ilgili Taraf'ların yasalarına uygun bulunmak kaydıyla, İstenilen Taraf mahkemelerince kanıt olarak kabul edilecektir.

(4) İstenilen Taraf'ın ilgili adli memurları, kendi yasalarında öngörülen hukuki olanaklar çerçevesinde, İsteyen Taraf'a, kendi ilgili adli makamları önünde yardımda bulunacaklardır.

BÖLÜM II
CEZA İŞLERİNDE KARŞILIKLI YARDIM

KESİM I
GENEL HÜKÜMLER

MADDE 20

KARŞILIKLI YARDIM

Sözleşen Taraflar, bu Anlaşma'nın II.nci Bölümündeki hükümlere uygun olarak, birbirlerine ceza işlerinde karşılıklı yardımda bulunmayı üstlenirler.

MADDE 21

YARDIMIN KAPSAMI

(1) Sözleşen Taraflar'dan her biri, diğer Taraf'tan cezai konularda yardım istemlerinde bulunabilir.

(2) Karşılıklı yardımda bulunulacak cezai konular, İsteyen Taraf'ın kendi yasaları gereğince cezalandırılması adli makamlarının yargı yetkisinde bulunan suçlarla ilgili soruşturmaları ve ceza kovuşturmalarını kapsar.

(3) Karşılıklı yardım şunları kapsayacaktır:

(a) Ceza işlerine ilişkin istemlerin yerine getirilmesi;

(b) Kişilerin ifade veya beyanlarının alınmasının sağlanması;

(c) Belgelerin, kayıtların veya maddi kanıtların verilmesi, korunması ve doğrulanmasının sağlanması;

(d) İsteyen Taraf'a ait olan veya sözkonusu suçların işlenmesinden elde edilen şeyler, maddeler veya başkaca eşya veya değerlerin İsteyen Taraf'a geri verilmesinin sağlanması;

(e) Her türlü adli belgelerin, davetiyelerin, mahkeme celpnamelerinin, adli kararların ve mahkeme hüküm veya kararlarının onaylanmış örneklerinin tebliğ edilmesi;

(f) Bir tanık veya bilirkişinin İsteyen Taraf'ın mahkemesi önünde hazır bulunmasının sağlanması;

(g) Kişilerin adreslerinin saptanması;

(h) Adli kayıtların, kanıtların ve bilgilerin sağlanması.

(4) Bu Anlaşma'nın II.nci Bölümünün amaçları bakımından, suç, İsteyen Taraf'ın yasaları ile bu Taraf ülkesinde işlenmiş kabul edildiği veya ülkesi dışında işlenmiş olup da İsteyen Taraf yasaları ile suçun kovuşturulması öngörüldüğü takdirde, suçun cezalandırılması, İsteyen Taraf adli makamlarının yargı yetkisi içinde sayılır.

MADDE 22

KARŞILIKLI YARDIMIN REDDOLUNMASI

(1) Adli yardım aşağıdaki hallerde reddedilebilir:

(a) Soruşturma veya kovuşturma:

(i) İstenilen Taraf'ça siyasi bir suç veya siyasi bir suça murtabıt bir suç olarak görülen bir suç ile; veya

(ii) Adli ceza yasalarına göre bir suç oluşturmayan sırf askeri bir suç ile,

ilgili ise.

(b) İstenilen Taraf, istemin yerine getirilmesini, kendi egemenliğine, güvenliğine veya benzer temel çıkarlarına zarar verebilecek nitelikte görmekte ise.

(2) Bu Anlaşma'nın II.nci Bölümünün amaçları bakımından, aşağıdaki suçlar, siyasi veya siyasi bir suça murtabıt suçlardan sayılmayacaktır:

(a) Çoktaraflı uluslararası anlaşmalar gereğince Sözleşen Taraflar için soruşturma veya kovuşturma zorunluluğu bulunan suçlar; ve

(b) Bir Devlet Başkanı veya bir Hükümet Başkanı veya aileleri üyelerine karşı işlenen suçlar.

MADDE 23

KULLANMA AMACI

(1) II.nci Bölümün I.nci Kesimi hükümleri gereğince, İsteyen Taraf'ça elde edilen tanık ifadeleri, beyan, belge, kayıt veya maddi kanıtlar, bu Taraf'ta yalnız soruşturma veya cezai kovuşturmalar amacları ile ve soruşturma veya kovuşturma konusu olan suçla ilgili tazminat istemlerinin karşılanması için kullanılacaktır.

(2) Ayrıca, yukarıda (1)nci fıkrada belirtilen malzeme, kullanma amacı II.nci Bölüm I.nci Kesim kapsamı içinde kalmak kaydıyla, yardımın kabul edilmiş olduğu suçtan başka bir suç ile ilgili olan bir soruşturma veya kovuşturma için de kullanılabilecektir.

KESİM II
İSTEMLER

MADDE 24

İSTEMLERİN İÇERİĞİ

(1) Kişilerin ifade veya beyanlarının alınması, veya belgelerin, kayıtların veya maddi kanıtların verilmesi, korunması ve doğrulanmasının sağlanması konusundaki bir istemde, istemin ilgili olduğu soruşturma veya kovuşturmayı yöneten makamın adı belirtilecek ve, olanaklı olduğu ölçüde, aşağıdaki hususlar da gösterilecektir:

(a) Soruşturma veya kovuşturmanın konusu ve niteliği;

(b) İstenen kanıt veya bilgilere başlıca ihtiyaç nedeni;

(c) Soruşturma veya kovuşturma konusu olan kişi veya kişilerin adı-soyadı, doğum yeri ve tarihi ve adresi ile uyrukluk gibi kimliklerinin saptanmasına yarayabilecek eldeki öteki bilgiler;

(d) İfade veya beyanının alınması veya kendisinden belge, kayıt veya maddi kanıtlar istenilen kişinin adı, adresi ve uyrukluğu; ve

(e) Verilecek veya korunacak belgelerin, kayıtların veya maddi kanıtların tanımı ve hangi biçimde çıkarılması ve doğrulanması gerektiği.

(2) İstemler, olanağı olduğu kadar ve gerektiği ölçüde, şunları de içerecektir:

(a) İzlenecek özel bir usul varsa bunun tanımı;

(b) Tanık ifadeleri veya beyanların yeminli veya onaylı olması gerekip gerekmediği;

(c) İstenilen bilgi, beyan veya tanık ifadelerinin tanımı.

MADDE 25

İSTEMLERİN YERİNE GETİRİLMESİ

(1) Bu Bölümde başka türlü hükme bağlanmış olmadıkça, istemler, İstenilen Taraf yasalarına göre mutad olan usullere uygun olarak yerine getirilecektir.

(2) İstenilen Taraf, İsteyen Taraf'ın kendi usullerinin uygulanmasına ilişkin bir istemine, bu usuller İstenilen Taraf'ın yasaları ile bağdaşmaz nitelikte olmadığı ölçüde, rıza gösterebilir.

(3) İstenilen Taraf'ta kendisinden kanıt istenilen kişi, bu Taraf yasaları gereğince reddetme hakkına sahip olmadıkça, İstenilen Taraf'ta ceza soruşturma veya kovuşturmalarındaki aynı usul ve kapsam çerçevesinde tanıklık yapmak, belgeleri kayıtları veya maddi kanıtları vermekle yükümlü olacaktır.

(4) İstenilen Taraf'ın ilgili adli görevlileri ve öteki memurları, istemleri yerine getirmek için, İstenilen Taraf yasaları gereğince haiz oldukları bütün yetkileri kullanacaklardır. Bir istemin yerine getirilmesi adli işlemleri gerektirdiği takdirde, İstenilen Taraf'ın görevlileri, İsteyen Taraf'a herhangi bir masraf yüklemeksizin, istemi ilgili mahkemeye sunacaklardır.

(5) İsteyen Taraf'ın açık istemi üzerine, İstenilen Taraf, istemin yerine getirileceği tarihi ve yeri bildirecektir. Her iki Taraf'ın yasalarının gereklerine ve hükümlerine göre, İsteyen Taraf'ın ilgili memurları veya başka ilgili kişiler, istemlerin yerine getirilmesinde hazır bulunabilirler.

MADDE 26

SÖZLEŞEN TARAFLAR'DAKİ KAYITLAR VE BELGELER

İstem üzerine, İstenilen Taraf, kendi ülkesinde benzer görevleri yerine getiren ilgili makamlarına sağlanabilecek aynı koşullar altında ve ölçüde olmak üzere:

(a) Mahkemelerin hüküm ve kararlarının, ve

(b) İstenilen Taraf'ça uygun bulunması halinde, ifade tutanakları ve resmi özetleri de dahil olmak üzere mahkeme veya soruşturma makamının dosyalarında bulunan belgelerin, kayıtların ve maddi kanıtların,

asıllarını veya onaylanmış örneklerini, İsteyen Taraf'a sağlayacaktır.

MADDE 27

EŞYA VE MADDELERİN ARANMASI VE ELKOYMA

İstem, herhangi bir eşya veya maddenin bir ceza soruşturma veya kovuşturmasında kullanılmak üzere teslimine ilişkin olduğu ve bu bir arama emrinin yerine getirilmesini gerektirdiği takdirde, arama ve elkoyma, ancak, İstenilen Taraf yasalarına uygun olarak yapılacaktır.

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MADDE 28

BELGELERİN, KAYITLARIN VEYA MADDİ KANITLARIN TESLİMİ VE GERİ VERİLMESİ

(1) İstenilen Taraf, kendi ülkesinde yapılacak kovuşturmalarla ilgili olarak gerekli olması halinde, istenilen belge veya kayıtların asıllarının veya maddi kanıtların teslimini erteleyebilir.

(2) İstemlerin yerine getirilmesi suretiyle teslim edilen belgelerin, kayıtların asılları veya maddi kanıtlar, İstenilen Taraf bunların geri verilmesinden vazgeçmedikçe, İsteyen Taraf'ça mümkün olan en kısa zamanda öteki Taraf'a geri verilecektir.

(3) Ancak, maddelerin İsteyen Taraf'daki kişilere ait olması ve İstenilen Taraf'ta bulunan bir kişi tarafından üzerinde hiçbir istihkak veya başkaca kazanılmış hak talebinde bulunulmaması halinde, İsteyen Taraf'ın yetkili makamı, bu maddeleri, kendi yasalarına uygun olarak işlem yapmak üzere, alıkoymak yetkisine sahip olacaktır.

KESİM III
BELGELERİN TEBLİĞİ

MADDE 29

BELGELERİN TEBLİĞİNE İLİŞKİN İSTEMLER

(1) Mahkeme kararları, adli kararlar, davetiyeler, celpnameler veya İstenilen Taraf'a gönderilen başka belgeler de dahil olmak üzere, belgelerin tebliği için yapılacak istem, aşağıdaki hususları içerecektir:

(a) Tebliği isteyen makamın adı;

(b) Tebligat yapılacak kişinin adı, adresi ve eğer belli ise uyrukluğu; ve

(c) İsteyen Taraf'ta adli makam önüne çıkması istenilen tanık veya bilirkişiye ödenebilecek olan yaklaşık tazminat, yol ve oturma giderleri miktarı.

(2) İsteyen Taraf, tebliğ isteminde, herhangi bir kişinin adli makam önüne çıkması için bir tarih belirttiği takdirde, duruşma için tarih saptarken ve istemi iletirken, istemin bu tarihten en az (30) gün önce İstenilen Taraf'ça alınması gerektiğini gözönünde bulundurmak zorundadır.

MADDE 30

BELGELERİN TEBLİĞİ İSTEMLERİNİN YERİNE GETİRİLMESİ

(1) İstenilen Taraf'ın Yetkili Makamı, İsteyen Taraf Yetkili Makamınca tebliğ edilmek üzere gönderilen belgeleri, kendi yasa ve usullerinin öngördüğü biçimde tebliğ edecektir.

(2) Tebliğin yapıldığı, tebligat yapılan kişinin imzasını ve tebliğ tarihini taşıyan bir alındı ile veya tebligatın biçim ve tarihi ile tebliği yapan kişinin imzasını taşıyan bir bildirimle belgelendirilecektir.

(3) İstenilen Taraf, tebligat alındısını veya bildirimini, İsteyen Taraf'a gecikmeksizin iletecektir.

(4) Tebligat yapılamadığı takdirde, bunun nedenleri, tebliği istenen belgeler ile birlikte, İsteyen Taraf'a bildirilecektir.

(5) İsteyen Taraf'ın uyruğundan başka bir kişiye bu madde hükmüne göre bir belgenin tebliğ edilmesi, İsteyen Taraf'a bu işlemle yargı yetkisi tanınması anlamına gelmez.

(6) Sözleşen Taraflar'dan her biri, İstenilen Taraf'ta bulunan uyruklarına kendi diplomasi veya konsolosluk memurları aracılığı ile belgeleri tebliğ etmek hakkını haiz olacaktır.

MADDE 31

TANIK VE BİLİRKİSİLERİN İSTEYEN TARAF'TA ADLİ MAKAM ÖNÜNE ÇIKMASI

(1) İsteyen Taraf, bir tanık veya bilirkişinin kendi adli makamları önünde şahsen hazır bulunmasını özellikle gerekli gördüğü takdirde, celpnamenin tebliğine ilişkin isteminde bunu belirtecektir. İstenilen Taraf, bu tebligatın yapıldığı tanık veya bilirkişiyi, İsteyen Taraf'ın ilgili adli makamı önünde hazır bulunmaya çağıracak ve bu kişinin hazır bulunmayı kabul edip etmediğini soracaktır.

İstenilen Taraf, tanık veya bilirkişinin cevabını, İsteyen Taraf'a gecikmeksizin duyuracaktır.

(2) İsteyen Taraf'ın adli makamı önünde hazır bulunma çağrısına cevap vermekten kaçınan bir tanık veya bilirkişi, celpnamede bir ceza uyarısı bulunsa bile, sonradan İsteyen Taraf ülkesine girip de orada usulüne uygun biçimde yeniden celp edilmedikçe, herhangi bir hukuki veya cezai hakkın yitirilmesine, zorlayıcı önleme veya yasal yaptırıma tabi tutulmayacaktır.

MADDE 32

TUTUKLU KİŞİLERİN GÖNDERİLMESİ VE ADLİ MAKAM ÖNÜNE ÇIKMASI

(1) Tutuklu bir kişinin İsteyen Taraf'ın bir adli makamı önüne tanık olarak veya yüzleştirme amaçları ile çıkması bu Taraf'ça gerekli bulunduğu ve istenildiği takdirde, tutuklu olan kişi, bu Taraf ülkesine, aşağıdaki hallerde geçici olarak gönderilecektir:

(a) Tutuklu kişi gönderilmeye razı olur ise;

(b) Gönderilmesi, tutukluluk halini uzatmayacak ise; ve

(c) İstenilen Taraf, göndermeye engel başka önemli nedenler bulunmadığını saptar ise.

(2) Tutuklu kişinin gönderilmesi isteminin yerine getirilmesi, bu kişinin İstenilen Taraf'ta bir soruşturma veya kovuşturma için bulunması gerekli olduğu sürece, ertelenebilir.

(3) İsteyen Taraf, diğer Taraf serbest bırakılmasına izin vermedikçe, bu kişiyi tutuklu bulundurmak yetki ve yükümlülüğü altında olacaktır. Bulunmasına gerek kalmayan tutuklu kişi, koşullar elverir elvermez geri gönderilecektir.

(4) İstenilen Taraf, gönderilen kişinin, yalnız kendi uyruğu olması nedenine dayanarak, geri gönderilmesinden vazgeçemeyecektir.

MADDE 33

SANIĞIN GÖNDERİLMESİ

(1) İsteyen Taraf, bu Bölüme giren bir yardım istemi ile ilgili olarak, bir sanığın öteki Taraf'a yüzleştirme amaçları ile gönderilmesini gerekli gördüğü takdirde, bunu isteminde belirtecektir. Gönderme halinde, İstenilen Taraf, sanığı, gerekli olduğu sürece tutukluluk altında bulunduracak ve yüzleştirmeden hemen sonra geri gönderecektir.

(2) İstenilen Taraf'ın yasasının, İsteyen Taraf'ın sanığı tutuklu bulundurduğuna dair kanıtı gerektirmesi halinde, İsteyen Taraf, İstenilen Taraf'ça gerekli görülen adli karar veya başkaca belgeleri istemine iliştirecektir.

(3) İstemin alınması üzerine İstenilen Taraf'ın Yetkili Makamı, sanığı tutukluluk altında bulundurmak için gerekli işlemleri, ilgili makamlardan gecikmeksizin isteyecektir. İstenilen Taraf, sanığın gönderilmesinden önce, sanığı tutuklu bulunduracağını İsteyen Taraf'a bildirecektir.

MADDE 34

GÜVENCE

(1) Uyrukluğu ne olursa olsun, bu Anlaşma gereğince yapılmış bir isteme uygun olarak İsteyen Taraf'ta bir adli makam önüne çıkan bir tanık veya bilirkişi, bu Taraf ülkesinde, İstenilen Taraf ülkesinden ayrılmasından önceki herhangi bir eylem veya mahkûmiyetle ilgili olarak, kovuşturulmayacak veya 32.ci Maddenin (3)ncü fıkrasında veya 33.ncü Maddenin (1)nci fıkrasında öngörülen haller dışında tutuklanmayacak veya hürriyeti bağlayıcı başka herhangi bir kısıtlamaya tabi tutulmayacaktır.

(2) Uyrukluğu ne olursa olsun, hakkındaki kovuşturmanın konusu olan eylemleri yanıtlamak için, İsteyen Taraf'ta bir adli makam önüne celbedilen kişi, İstenilen Taraf ülkesinden ayrılmasından önceki zamana ait olup istemde belirtilmeyen herhangi bir eylem veya mahkûmiyetten ötürü, kovuşturulmayacak veya tutuklanmayacak veya hürriyeti bağlayıcı başka herhangi bir kısıtlamaya tabi tutulmayacaktır.

(3) Bu Maddede öngörülen güvence, kişi, hazır bulunmasına artık gerek olmadığına ilişkin resmi bildirimi aldıktan sonra 10 gün içinde, İsteyen Taraf ülkesini terketmekte serbest olduğu halde terketmemiş veya, terkettikten sonra bu ülkeye kendi isteği ile dönmüş olduğu takdirde, sona erecektir.

KESİM IV
BİLGİ

MADDE 35

KARŞILIKLI BİLGİ SAĞLANMASI

(1) Bu Anlaşma'nın amaçlarının desteklenmesi bakımından, her iki Taraf'ın makamları, ülkelerindeki soruşturmalar veya kovuşturmaları da kapsamak üzere ilgili konularda öteki Taraf'ın yararına olabilecek bilgi, belge, kayıt veya kanıtları, kendi yasalarının izin verdiği ölçüde ve uygun olan koşullar altında sağlamaya yetkilidirler.

(2) Uygun olan hallerde, Taraflar, ceza işlerinde kendi yasaları, düzenlemeleri, yazılı kuralları ve uluslararası uygulamalarına ilişkin bilgileri birbirlerine sağlarlar.

MADDE 36

ADLİ SİCİLLER

(1) Sözleşen Taraflar'ın ilgili makamları, mümkün olan en geniş ölçüde, öteki Taraf uyruklarını ilgilendiren ceza mahkumiyetlerini ve daha sonraki önlemleri birbirlerine bildireceklerdir.

(2) İstem üzerine, Taraflar, İsteyen Taraf'ın bir uyruğu hakkında yapılmış ceza kovuşturmasına ilişkin adli sicillerin örneklerini, İstenilen Taraf'ta adli makamlara verilebilen adli siciller ile aynı ölçü içinde sağlayacaklardır.

MADDE 37

KİŞİLERİN YERLERİNİN SAPTANMASI

İsteyen Taraf, İstenilen Taraf ülkesinde bulunduğu sanılan kişilerin yerleri konusunda bilgi istediği takdirde, İstenilen Taraf bu kişilerin kendi ülkesinde bulundukları yerleri ve adreslerini belirlemek için her türlü çabayı gösterecektir. Bu tür istemler, kimlik ve yer konusunda eldeki tüm bilgileri içerecektir.

KESİM V
USUL

MADDE 38

YETKİLİ MAKAMLAR

(1) Bu Anlaşma'nın II.nci Bölümü gereğince Yetkili Makamlar, Amerika Birleşik Devletleri Adalet Bakanlığı ile Türkiye Cumhuriyeti Adalet Bakanlığı'dır.

(2) Bu Bölüm gereğince istemler, yalnız Yetkili Makamlar tarafından yapılacak ve bu Makamlar arasında doğrudan doğruya veya diplomatik yollardan iletilebilecektir.

(3) İsteyen Taraf'ın Yetkili Makamı, istemleri, yerine getirilmek üzere ilgili makamlara gecikmeksizin iletecektir.

MADDE 39

İSTEMİN İŞLEME KONULMASI

(1) İstenilen Taraf, yardım isteminin bu Bölüm'de yer alan hükümlerle uyarlı olmadığını veya yerine getirilemeyeceğini kararlaştırdığı takdirde, bunu, İsteyen Taraf'a, nedenlerini de belirtmek suretiyle, derhal bildirecektir.

(2) Yardım isteminin tamamlanması üzerine, İstenilen Taraf, istemin aslını, elde edilen tüm belge, bilgi ve kanıtlarla birlikte İsteyen Taraf'a geri verecektir.

MADDE 40

DİL

(1) Karşılıklı yardıma ilişkin istemler ve dayanağı tüm belgeler, İsteyen Taraf'ın dilinde hazırlanacaktır.

(2) Bu istemler ve dayanağı belgelere, İstenilen Taraf'ın dilinde aslına uygun ve tam çevirileri eklenecektir.

(3) Bir istem sonucu elde edilen her türlü tutanaklar, beyanlar veya belgeler veya kayıtların çevirilerini yaptırmak, İsteyen Taraf'a ait olacaktır.

MADDE 41

GİDERLER

Bu Bölüm gereğince yapılan istemler, aşağıdaki giderler dışında, İstenilen Taraf'ça, İsteyen Taraf'a herhangi bir gider yüklemeksizin yerine getirilecektir:

(a) 31.nci Maddeye göre, İsteyen Taraf'ta hazır bulunmaya çağrılan bir tanık veya bilirkişiye, oturma ve yol giderleri dahil ödenecek tazminat. Bu tazminat ve giderler, İstenilen Taraf'daki ikamet yerinden itibaren hesaplanacak ve İsteyen Taraf'ta yürürlükte olan tarife ve cetvellerde öngörülen ölçülere eşit miktarda olacaktır;

(b) 32 ve 33.ncü Maddelere göre gönderilmiş olan tutuklu kişilerin gönderilme ve dönüşlerinin gerektirdiği giderler; ve

(c) İstemde ad gösterilmek suretiyle belirtilmiş olan özel bilirkişilerin ücretleri.

BÖLÜM III
SON HÜKÜMLER

MADDE 42

ÜLKESEL UYGULAMA

(1) Bu Anlaşma'da, her bir Sözleşen Taraf için atıfta bulunulan ülke deyimi, kendi yargı yetkisi altında bulunan tüm ülkeyi kapsar.

(2) Bu Anlaşma, Sözleşen Taraflar'ın, herhangi bir çoktaraflı uluslararası anlaşma ile üstlenmiş veya üstlenecek oldukları yükümlülükleri etkilemeyecektir.

MADDE 43

YÜRÜRLÜK ALANI

Bu Anlaşma, yürürlüğe girdiği tarihten önce veya sonra işlenmiş olup da 2.nci Maddenin kapsamı içinde bulunan suçlara uygulanacaktır. Ancak, bu Anlaşma'nın yürürlüğe girmesinden önce işlenmiş olup da önceki anlaşmalara göre geri vermeye konu olmayan bir suç için, geri verme kabul edilmeyecektir.

MADDE 44

YÜRÜRLÜĞE GİRİŞ VE YÜRÜRLÜKTEN KALDIRMA

(1) Bu Anlaşma onaya bağlı olacak ve onay belgelerinin değişimi Vaşington'da yapılacaktır.

(2) Bu Anlaşma, onay belgelerinin değişiminden (30) gün sonra yürürlüğe girecek ve süresiz olarak yürürlükte kalacaktır.

(3) Bu Anlaşma'nın yürürlüğe girmesi ile, 6 Ağustos 1923 tarihinde İsviçre'de Lozan'da imzalanmış olan Birleşik Devletler ile Türkiye arasındaki "İadei Mücrimin Muahedenamesi" yürürlükten kalkacak, ancak, işbu Anlaşma'nın yürürlüğe girmesinden önce iletilmiş olan istemler 1923 Anlaşma'sının hükümlerine göre işlem görecektir.

(4) Sözleşen Taraflar'dan her biri, diğer Taraf'a önceden yazılı bildirimde bulunmak suretiyle bu Anlaşma'yı yürürlükten kaldırıp sona erdirebilir. Yürürlükten kaldırma, bildirimin alınmasından altı ay sonra geçerlilik kazanır.

YUKARIDAKİ HÜKÜMLERİN TANITI OLMAK ÜZERE, Sözleşen Taraflar'ın Yetkili Temsilcileri, işbu Anlaşma'yı imzalayıp mühürlemişlerdir.

ANKARA'DA 1979 Haziranının yedinci günü, her iki metin de eşit değerde geçerli olmak üzere, İngilizce ve Türkçe dillerinde iki sayı halinde düzenlenmiştir.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA:

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA:

EK LİSTE

1. Taammüden adam öldürmek.
2. Kasıtlı veya kasıtsız adam öldürmek veya ölüme sebebiyet vermek.
3. Ölümle sonuçlanan haller de dahil, ağır yaralama veya müessir fiil; bedenen ağır zarar vermek niyetiyle yaralamak veya müessir fiilde bulunmak.
4. Yasa dışı çocuk aldırma.
5. Adam kaldırmak; kız veya kadın kaçırmak; hürriyeti tahdit etmek; çocuk hırsızlığı.
6. Cebren ırza geçmek; ırza tasaddi; fücur (evlenme yasağı olan yakınları ile cinsi ilişki); iki evlilik.
7. İsteyen ve İstenilen Taraflar'ın her ikisinin de yasalarına göre belirli yaşın altındaki çocuklarla veya çocuklar üzerinde yasadışı cinsi ilişki kurmak.
8. Fuhşa teşvik.
9. Yayın yoluyla hakaret.
10. Küçüğü veya bakımı kendisine ait olan kişiyi, yaşamları için tehlikeli olan veya olabilecek şekilde kasten bakımsız bırakmak veya kasten kendi haline terketmek.
11. Gasp; hırsızlık; geceleyin bina dahilinde hırsızlık; zimmet-ihtilâs; irtikâp.
12. Nâsı ızrar.
13. Emniyeti kötüye kullanma ve para, mal veya kıymetlerin kanunsuz elde edilmesi ile ilgili yasalara karşı işlenen suçlar da dahil, dolandırıcılık.
14. Sahte resmi veya özel belge veya kayıt düzenlemek veya bu gibi belge ve kayıtları tedavüle çıkarmak veya hileli kullanmak da dahil, sahtecilikle ilgili yasalara karşı işlenen suçlar.

15. Para, kıymetli evrak veya başka menkul malları yasa dışı elde edildiğini bilerek kişisel çıkar için almak, bulundurmak veya nakletmek.

16. Kalpazanlık suçları.

17. Yalan tanıklık, yalan tanıklığa teşvik; yalan yere yemin etmek; adli bir makama veya bir hükümet dairesine veya bürosuna, yazılı veya sözlü, yalan beyanda bulunmak.

18. Binalarda kasten yangın çıkarmak.

19. Mahkeme görevlisini, jüri üyesini, tanığı veya cezai soruşturma yapmakla yetkili kılınmış kimseyi herhangi bir şekilde etkileyerek, rüşvet vererek, engelleyerek, tehdit ederek veya müessir fiilde bulunarak, adli kovuşturmaları veya hükümet kuruluşları önündeki kovuşturmaları kanunsuz engellemek veya ceza yasalarının ihlaline ilişkin bir soruşturmaya kanunsuz müdahalede bulunmak.

20. a. Resmi görevi, bedenen yaralanmaya veya herhangi bir kişinin canını, özgürlüğünü veya malını yitirmesine sebebiyet verecek şekilde kanunsuz kötüye kullanmak.

    b. Kamu görevi, jüri hizmeti, devlet memurluğu için adaylık veya oy verme veya hükümet dairelerince sağlanan yararlardan faydalanma veya bunların kabulü ile ilgili olarak veya bunlara müdahale suretiyle zarar vermek veya tehditte bulunmak.

21. Bir kimsenin ceza ve tutukevlerinden firarını kolaylaştırmak veya buna imkân vermek; cezaevinde ayaklanma çıkarmak.

22. Rüşvetle ilgili yasalara karşı işlenen suçlar.

23. İç karışıklıklarla ilgili yasalara karşı işlenen suçlar.

24. Suç işlemek için kurulmuş işletmeler veya cemiyetler ile ilgili yasalara karşı işlenen suçlar.

25. Demiryolunda veya herhangi bir uçakta veya gemide veya başka ulaşım araçlarında seyahat eden bir kişinin güvenliğini tehlikeye sokan kasıtlı eylemler.

26. Yasalara veya Devletler Hukukuna göre korsanlık eylemleri; uçak veya gemide, bu uçak veya geminin kaptanı veya emir ve komuta yetkisini haiz görevlisinin yetkisine karşı ayaklanma veya isyan; bir uçak veya geminin cebir veya şiddet kullanılarak veya cebir veya şiddet kullanılacağı tehdidiyle zabtedilmesi veya kontrolünün ele geçirilmesi.

27. a. Kaçakcılık dahil olmak üzere, malların, maddelerin veya emtianın ithal, ihraç veya transit nakli ile ilgili yasalara karşı işlenen suçlar.

    b. Kasıtlı vergi ve resim kaçakçılığı ile ilgili suçlar.

    c. Uluslararası para transferleri ile ilgili yasalara karşı işlenen suçlar.

28. İflâs yasalarına karşı işlenen suçlar.

29. Uyuşturucu maddeler, esrar, hallusinojen (sanrı veren) maddeler, kokain ve bunun türevleri ve öteki tehlikeli uyuşturucu ve kimyasal maddeler ile ilgili yasalara karşı işlenen suçlar.

30. Zehirli kimyasal maddeler veya sağlığa zararlı maddelerin yasa dışı imali veya sürümü ile ilgili yasalara karşı işlenen suçlar.

31. Ateşli silâhlar, mühimmat, patlayıcı maddeler, yangın çıkarıcı aletler veya nükleer maddeler ile ilgili yasalara karşı işlenen suçlar.

32. Kıymetli evrak veya emtianın satışı veya nakledilmesi veya satın alınması ile ilgili yasalara karşı işlenen suçlar.

33. Sözleşen Taraflar'dan her ikisinin de yasalarına uygun olarak, suçlunun geri verilmesinin kabul edilebileceği başka herhangi bir eylem.

TURKEY

Prisoner Transfer

Treaty signed at Ankara June 7, 1979;
Transmitted by the President of the United States of America to the Senate August 2, 1979 (S. Ex. BB, 96th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations November 20, 1979 (S. Ex. Rep. No. 96–24, 96th Cong., 1st Sess.);
Advice and consent to ratification by the Senate November 30, 1979;
Ratified by the President December 13, 1979;
Ratified by Turkey November 21, 1980;
Ratifications exchanged at Washington December 2, 1980;
Proclaimed by the President December 31, 1980;
Entered into force January 1, 1981.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on the Enforcement of Penal Judgments between the United States of America and the Republic of Turkey, signed at Ankara on June 7, 1979, the text of which Treaty, in the English and Turkish languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 30, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on December 13, 1979, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Republic of Turkey;

It is provided in Article XXIX of the Treaty that the Treaty shall enter into force thirty days after the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on December 2, 1980; and accordingly the Treaty will enter into force on January 1, 1981;

Now, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after January 1, 1981, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this thirty-first day of December in the year of our Lord one thousand nine hundred eighty [SEAL] and of the Independence of the United States of America the two hundred fifth.

JIMMY CARTER

By the President:
EDMUND S. MUSKIE
Secretary of State

TREATY ON THE ENFORCEMENT OF PENAL JUDGMENTS BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF TURKEY

The United States of America and the Republic of Turkey,

Considering that mutual cooperation in combatting crime and the establishment of a mechanism promoting social rehabilitation of offenders based on the principles of mutual respect for each other's jurisdiction and of the mutual recognition of the validity of penal judgments as a basis for incarceration of an offender in his home country would also contribute to the development of friendly relations between their States have decided to conclude a Treaty on the Enforcement of Penal Judgments, and, to that end, have appointed as their plenipotentiaries:

Ronald I. Spiers, Ambassador of the United States of America by the President of the United States of America,

İldeniz Divanlıoğlu, Director General of Consular Affairs of the Ministry of Foreign Affairs by the President of the Republic of Turkey,

Who, having communicated to each other their respective full powers, which were found in good and due form, have agreed as follows:

PART I
DEFINITIONS

ARTICLE I

For the purposes of this Treaty:

(a) "Requesting State" or "Sentencing State" means the Party which requests the recognition of the validity and the enforcement of a penal judgment involving deprivation of liberty, confiscation, measures of supervision, or disqualification pronounced against the sentenced person and the party from which the sentenced person may be transferred to the requested state.

(b) "Requested State" means the party which is asked to recognize the validity of and to enforce a penal judgment involving deprivation of liberty, confiscation, measures of supervision, or disqualification pronounced against a sentenced person by the requesting state.

(c) "Penal Judgment" or "Judgment" means any final decision delivered by a criminal court of the requesting state as a result of criminal proceedings involving deprivation of liberty, confiscation, measures of supervision or disqualification.

(d) "Sentenced Person" means any offender who, in the territory of one of the parties, has been sentenced either to a sanction involving deprivation of liberty, confiscation, measures of supervision, or disqualification, or an offender who has been conditionally released or whose sentence has been suspended.

(e) "Disqualification" means any loss or suspension of a right or any loss of legal capacity imposed by a penal judgment.

(f) "Domiciliary" means a national of one Party who has resided in the territory of the other Party for at least five years with an intention to remain therein.

(g) "Conditional Release" means any form of release of an offender from imprisonment to the community by a releasing authority prior to the expiration of the term, subject to conditions and supervision.

PART II
RECOGNITION AND ENFORCEMENT OF PENAL JUDGMENTS

SECTION I
GENERAL PROVISIONS

ARTICLE II
RECOGNITION AND ENFORCEMENT

(1) Each Party in the cases and under the conditions provided for in this Treaty recognizes the validity and shall enforce against its national in its territory a penal judgment involving deprivation of liberty, confiscation, measures of supervision, or disqualification imposed by the other Party as if the judgment had been rendered by one of its courts.

(2) Such recognition and enforcement can be exercised only following an acceptance by the requested state of a request for enforcement under this Treaty.

ARTICLE III
CONDITIONS OF ENFORCEMENT

(1) A judgment shall not be enforced by the requested state unless under its laws the act for which the judgment was rendered would be an offense if committed on its territory and the person with respect to whom the judgment was rendered would be liable to punishment if the act had been committed there. This condition shall not be interpreted so as to require that the constituent elements and circumstances of the crimes described in the laws of the two states be in all respects identical.

(2) If the judgment relates to more than one offense not all of which fulfill the requirements of paragraph 1, the requesting state shall specify the portions of the judgment which apply to the offenses that satisfy those requirements.

(3) When a request for enforcement concerns the confiscation of a specific object, a measure of supervision, or disqualification, a court in the requested state may order such confiscation, measure of supervision, or disqualification only insofar as authorized by the law of the requested state for the same offense.

ARTICLE IV
CONDITIONS FOR REQUEST

The requesting state may request the other state to enforce the judgment only if the following conditions are fulfilled:

(a) The sentenced person is at the time of the request present in the territory of either state;

(b) The sentenced person is a national of the requested state;

(c) The sentenced person is not a domiciliary of the requesting state;

(d) At least six months of the offender's sentence remains to be served at the time of request;

(e) The enforcement of the judgment in the requested state is likely to improve the prospects for the social rehabilitation of the sentenced person;

(f) In case the sentenced person is in the territory of the requesting state, there is the consent of the sentenced person; or, if he is a minor or otherwise incompetent to express consent, the consent by his parent or guardian.

ARTICLE V
REFUSAL OF REQUEST

Enforcement requested in accordance with the foregoing provisions may not be refused, in whole or in part, save:

(a) Where enforcement would run counter to the fundamental principles of the legal system of the requested state; or

(b) Where the requested state considers the offense for which the sentence was passed to be of a political nature or connected with such an offense or a purely military one; or

(c) Where the enforcement would be contrary to the international undertakings of the requested state; or

(d) Where the act is already the subject of proceedings in the requested state or where the requested state decides to institute proceedings in respect of the act; or

(e) Where the competent authorities in the requested state have decided not to take proceedings or to drop proceedings already begun, in respect of the same act; or

(f) Where the act was committed outside the territory of the requesting state; or

(g) Where the requested state is precluded from satisfying the requirements of its law relating to implementation of this Treaty or is otherwise unable to enforce the judgment; or

(h) Where under the law of the requested state the sanction imposed can no longer be enforced because of the lapse of time; or

(i) Where, at the time of offense, the age of the sentenced person was such that he could not have been proceeded against in the requested state; or

(j) Where the enforcement is contrary to the rule "Ne Bis in Idem".

SECTION II
CONDITIONS OF ENFORCEMENT

ARTICLE VI
RULE OF SPECIALITY

(1) With the exception of the enforcement of the sanction for which a sentenced person has been transferred under this Treaty, a requested state may not detain, try, or punish a sentenced person transferred under this Treaty except for:

(a) Those crimes committed by the sentenced person subsequent to transfer to the requested state; or

(b) Those crimes committed by the sentenced person, prior to transfer to the requested state, except with the consent of the requesting state. Such consent shall not be granted if the requesting state considers the offense to be of a political nature, or connected with such an offense, or a purely military one.

(c) Those crimes committed by the sentenced person prior to transfer to the requested state, for which the consent required by paragraph (b) is not granted, when the sentenced person, having had an unobstructed and unimpeded opportunity to leave the territory of the requested state, has not left such territory within 45 days of final discharge from custody or supervision or has returned to such territory after having left it.

(2) When a requesting state is asked to consent to a prosecution under paragraph 1(b), that state may ask for any document not included in the request that it deems necessary.

(3) The requested state may take any measure necessary under its law to prevent any legal effects of lapse of time.

ARTICLE VII
THE RIGHT OF ENFORCEMENT

(1) The sentencing state may continue enforcement of a sanction when the sentenced person is already detained within that state at the moment of the presentation of the request until the transfer takes place or the sentence is completed.

(2) The right of enforcement shall revert to the requesting state:

(a) If it withdraws its request before the requested state has informed it of an intention to take action on the request;

(b) If the requested state notifies a refusal to take action on the request;

(c) If the requested state expressly relinquishes its right of enforcement. Such relinquishment shall only be possible if both states agree. If enforcement is no longer possible in the requested state, a relinquishment demanded by the requesting state shall be compulsory.

(d) If it is decided by the courts of the requested state that the transfer was not in accordance with this Treaty or its laws;

(e) If the transfer of the sentenced person is not accomplished in accordance with Article XXVII;

(f) If the sentenced person escapes from custody or evades supervision and is found in the territory of a third state, and the requested state is unable to obtain by any means, including extradition, return of the sentenced person from the third state; or

(g) If the sentenced person is found in the territory of the requesting state prior to the completion of the enforcement of the judgment by the requested state.

ARTICLE VIII
CESSATION OF ENFORCEMENT

(1) The competent authorities of the requested state shall discontinue enforcement as soon as they have knowledge of any pardon, amnesty or any other decision of the requesting state by reason of which the sanction ceases to be enforceable.

(2) The requesting state shall without delay inform the requested state of any decision or procedural measure on its territory that causes the right of enforcement to lapse in accordance with the preceding paragraph.

ARTICLE IX
REVIEW OR APPEAL OF SENTENCE AND PARDON

(1) The sentencing state alone shall have the right to decide on any application for review of a sentence, all appeals or any other proceedings seeking to challenge, modify, set aside or otherwise invalidate conviction or sentences rendered by one of its courts.

(2) The sentencing state shall exercise the right of amnesty or pardon.

(3) Notwithstanding paragraph (2), collective pardons promulgated in the requested state shall be applicable to the sentenced person. Likewise, nothing in this Treaty shall be construed to limit the power of the appropriate authorities of the requested state to release the sentenced person on grounds of infirmity, old age or permanent illness.

ARTICLE X
EXPENSES

The requested state shall not be entitled to any reimbursement for the expenses incurred by it in the transfer of a sentenced person or the completion of the sentence.

PART III
REQUEST FOR ENFORCEMENT

SECTION I
PROCEDURE

ARTICLE XI
COMPETENT AUTHORITY

(1) The Department of Justice of the United States of America and the Ministry of Justice of the Republic of Turkey shall be the competent authorities for the purposes of this Treaty.

(2) Where the transfer of the enforcement of a judgment is, according to the law of one of the parties, subject to the approval of an authority other than the central government authority of that party, such approval also must be obtained.

ARTICLE XII
IMPLEMENTATION OF PROVISIONS

(1) Request for recognition and enforcement of a penal judgment shall be initiated by the competent authority of the requesting state.

(2) No provision of this Treaty shall prevent a sentenced person from asking that the sentencing state initiate such a request.

ARTICLE XIII
FORM OF REQUESTS

All requests specified in this Treaty shall be made in writing. All communications necessary for the application of this Treaty between the competent authorities of the parties shall be sent through diplomatic channels.

ARTICLE XIV
DOCUMENTS OF REQUEST

The request for recognition and enforcement shall be accompanied by:

(a) The original, or a certified copy, of the judgment whose recognition and enforcement is requested;

(b) A statement that the sanction is enforceable, and specifying the part of the sentence already served;

(c) The original, or a certified copy, of all or part of the criminal file comprising information about the sentenced person's behavior in the penitentiary institution, including, in particular, all credits earned or accorded to the sentenced person by the requesting state; and,

(d) If the sentenced person is in the territory of the requesting state, a statement verifying the sentenced person's or his parent's or guardian's express consent to the transfer for enforcement.

ARTICLE XV
ADDITIONAL INFORMATION

If the requested state considers that the information supplied by the requesting state is not adequate to enable it to apply the provisions of this Treaty, it shall ask for the necessary additional information. The requested state may prescribe a date for the receipt of such information.

ARTICLE XVI
LANGUAGE OF REQUESTS AND DOCUMENTS

(1) No translation of requests for recognition and enforcement or of supporting documents related thereto shall be required.

(2) Translations of the decision of the requested state on the request of the requesting state, and of the supporting documents, shall be transmitted to the requesting state.

(3) In case the sentenced person is in the territory of the requested state, the documents prepared according to this Treaty shall be forwarded to the requested state together with their translated copies in the language of the requested state.

ARTICLE XVII
NOTIFICATIONS

(1) The authorities of the requested state shall promptly inform those of the requesting state of the action taken on a request for enforcement.

(2) If the requested state decides that it is unable to enforce the request, the requesting state shall be informed of the provision of this Treaty under which the request is refused.

(3) The authorities of each Party shall periodically provide the other Party with reports indicating the status of all sentenced persons transferred under this Treaty, including, in particular, the parole or release of any such person. Either Party may, at any time, request a special report on the status of the execution of an individual sentence.

SECTION II
PROVISIONAL MEASURES

ARTICLE XVIII
DEPRIVATION OF LIBERTY IN THE REQUESTING STATE

If the sentenced person is present in the territory of the requesting state, and not in custody after notification of the acceptance of its request for enforcement of a sentence involving deprivation of liberty is received, that state may, if it deems it necessary in order to ensure enforcement, detain him with a view to his transfer.

ARTICLE XIX
DEPRIVATION OF LIBERTY IN THE REQUESTED STATE

(1) When the requesting state has requested enforcement, the requested state may arrest the sentenced person:

(a) If, under the law of the requested state, the offense is one which justifies remand in custody; and

(b) If there is a danger of abscondence.

(2) When the requesting state announces its intention to request enforcement, the requested state may, on application by the requesting state, arrest the sentenced person, provided that requirements under (a) and (b) of the preceding paragraph are satisfied. The application shall state the offense which led to the judgment and the time and place of its perpetration, and contain as accurate a description as possible of the sentenced person. It shall also contain a brief statement of the facts on which the judgment is based.

ARTICLE XX
DURATION OF CUSTODY IN THE REQUESTED STATE

(1) The sentenced person shall be held in custody in accordance with the law of the requested state; the law of that state shall also determine the conditions on which he may be released.

(2) The sentenced person in custody shall in any event be released;

(a) After a period equal to the period of deprivation of liberty imposed in the judgment, except in cases in which such offender's parole or conditional release has been revoked in accordance with the laws of the requested state; or,

(b) If he was arrested pursuant to Article XIX(2), and the requested state does not receive, within 30 days from the date of such arrest, the request together with the documents specified in Article XIV.

ARTICLE XXI
SEIZURE UPON REQUEST

(1) If the requesting state has requested the requested state to provisionally seize property, the requested state may do so, on condition that its own law provides for seizure in similar cases.

(2) Provisional seizure shall be carried out in accordance with the law of the requested state. That law shall also determine the conditions on which the seizure may be lifted.

ARTICLE XXII
DISPOSITION OF CONFISCATED PROPERTY

(1) Objects confiscated in accordance with this Treaty shall be the property of the requested state, without prejudice to any rights of third parties.

(2) Property confiscated which is of a special interest may be remitted to the requesting state if it so requests.

PART IV
RECOGNITION AND ENFORCEMENT

SECTION I
GENERAL CLAUSES

ARTICLE XXIII
CONDITIONS TO BE DETERMINED BY THE REQUESTED STATE

The requested state shall before accepting enforcement satisfy itself and specify in a decision by the competent authority of that state:

(a) That the sanction whose enforcement is requested was imposed in a final criminal judgment,

(b) That the requirements of Articles 3 and 4 are met,

(c) That the enforcement would not run counter to the fundamental principles of the legal system of the requested state,

(d) That, in respect of the offense which is dealt with in the judgment, the person has not been previously acquitted, pardoned or granted amnesty and that the sanction has not been fully executed or its enforcement barred by the lapse of time,

(e) That the other conditions of enforcement provided for in this Treaty are met.

ARTICLE XXIV
ACTION BY THE REQUESTED STATE

(1) A sanction imposed in the requesting state shall be enforced in the requested state only after recognition of the validity of the judgment imposing the sanction by the competent authority empowered to do so under the law of the requested state.

(2) In every case of enforcement under this Treaty the requesting state shall furnish to the competent authority of the requested state a copy of the penal judgment. The authority empowered by the law of the requested state to recognize the penal judgment imposed by the requesting state shall affirm the validity of the penal judgment consistent with the provisions of Article IX(1) and shall attach therein a certificate which attests to the recognition of the said judgment. A certified copy of the judgment and of the certificate of recognition shall be filed with an appropriate court of the requested state.

(3) The penal judgment for the sentenced person who is actually in the territory of the requested state at the time of the request shall be enforced in that state under the provisions of this Treaty.

ARTICLE XXV
COURT FINDINGS

The requested state shall be bound by the findings as to the facts insofar as they are stated in the sentence of the requesting state or insofar as the sentence is impliedly based on them.

SECTION II
ENFORCEMENT OF SANCTIONS INVOLVING DEPRIVATION OF LIBERTY

ARTICLE XXVI
ENFORCEMENT OF SANCTIONS

(1) The enforcement shall be governed by the law of the requested state and that state shall alone be competent to make all appropriate decisions including those related to conditional release.

(2) The authority competent under the legislation of the requested state, in computing the duration of the sanction to be enforced, shall take as a basis the duration of the sanction as imposed in the judgment. In executing the enforcement of the sanction, the following may be taken into consideration:

(a) The sanction prescribed by its own law for the same offense,

(b) The minimum duration prescribed by the law of the requesting state for the offense,

(c) Facts and legal causes specified in the judgment as mitigating or aggravating circumstances and any additional information accompanying the request. Nevertheless, the requested state may not convert a sanction involving deprivation of liberty into a fine.

(d) Any other facts and circumstances, particularly those occurring subsequent to conviction which may have a bearing on the manner in which the sentences should be executed.

(3) In enforcing the sanction, the authority competent under the legislation of the requested state shall not aggravate the penal situation of the person sentenced as it results from the decision delivered in the requesting state.

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(4) Any form of provisional custody and sentence imposed in the requesting state, served by the sentenced person subsequent to the sentence, shall be deducted in full. The same shall apply in respect of any period during which the person sentenced was in custody with respect to the offense in the requesting state before being sentenced.

PART V
IMPLEMENTATION

ARTICLE XXVII
TRANSFER AFTER THE ACCEPTANCE OF REQUEST

(1) The sentenced person detained in the requesting state shall be transferred to the requested state upon:

(a) Notification of acceptance of the request for recognition and enforcement;

(b) Confirmation of the continuance of the offender's consent to transfer; and

(c) Payment of the fine, in cases where the penal judgment comprises such a fine for the same offense along with the sanction involving deprivation of liberty.

(2) The date and place of transfer of the sentenced person shall be determined by the Parties on mutual agreement.

ARTICLE XXVIII
IMPLEMENTATION

Each Party shall establish all procedures deemed necessary to give due implementation to this Treaty within its territory and shall take adequate legislative measures to give, for the purposes of this Treaty, legal effect to the recognition of the validity of penal judgments imposed in the requesting state and to designate the competent authority to be empowered with such attributions.

PART VI
FINAL PROVISIONS

ARTICLE XXIX
ENTRY INTO FORCE

(1) This Treaty shall be subject to ratification. The exchange of ratifications shall take place in Washington.

(2) This Treaty shall enter into force thirty days after the exchange of ratifications and shall remain in force indefinitely.

(3) Either contracting Party may denounce that Treaty by giving prior written notice to the other contracting Party. Such denunciation shall take effect six months after the receipt of the notification.

IN WITNESS WHEREOF, the respective Plenipotentiaries of the contracting Parties have signed the present Treaty and have affixed thereto their seals.

DONE at Ankara in duplicate, this seventh day of June, 1979, in the English and Turkish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY: [2]

[1] Ronald I. Spiers.
[2] I. Divanlioğlu.

AMERİKA BİRLEŞİK DEVLETLERİ İLE TÜRKİYE CUMHURİYETİ ARASINDA CEZA YARGILARININ YERİNE GETİRİLMESİNE İLİŞKİN ANLAŞMA

Amerika Birleşik Devletleri ve Türkiye Cumhuriyeti, suçlarla savaşımda karşılıklı işbirliğinin ve bir diğerinin yargı yetkisine karşılıklı saygı ve hükümlülerin cezalarını kendi ülkelerinde çekmelerinde temel olarak ceza yargılarının geçerliliğinin karşılıklı tanınması ilkelerine dayalı olarak, hükümlülerin topluma yeniden kazandırılması olanaklarını artıracak bir düzenek kurulmasının Devletleri arasındaki dostluk ilişkilerinin daha da gelişmesine yardımcı olacağını gözönüne alarak, ceza yargılarının ülkelerinde yerine getirilmesine ilişkin bir Anlaşma bağıtlamayı kararlaştırmışlar ve bu amaçla yetkili Temsilcileri olarak:

Amerika Birleşik Devletleri Başkanı:

Amerika Birleşik Devletleri Büyükelçisi, Ronald I. Spiers'i

Türkiye Cumhuriyeti Cumhurbaşkanı:

Dışişleri Bakanlığı Konsolosluk Genel Müdürü Bay İldeniz Divanlıoğlu'nu

atamışlardır.

Bu Temsilciler, usülüne uygun ve geçerli yetki belgelerinin karşılıklı değişiminden sonra, aşağıdaki maddeler üzerinde anlaşmışlardır:

BÖLÜM I
TANIMLAMALAR

MADDE I

Bu Anlaşma'nın uygulanmasında:

(a) "İsteyen Devlet" veya "Hüküm Devleti" deyiminden, hükümlü hakkında verilmiş olan hürriyeti bağlayıcı cezaları, zoralımı, kamu gözetimi önlemlerini veya hak kısıtlamalarını içeren bir ceza yargısının geçerliliğinin tanınması ve yerine getirilmesini isteyen ve hükümlüyü İstenilen Devlet'e aktarabilecek olan Taraf anlaşılır.

(b) "İstenilen Devlet" deyiminden, hükümlü hakkında hürriyeti bağlayıcı cezaları, zoralımı, kamu gözetimi önlemlerini veya hak kısıtlamalarını içeren ve İsteyen Devlet'çe verilmiş olan ceza yargılarının geçerliliğini tanıması ve yerine getirmesi istenilecek olan Taraf anlaşılır.

(c) "Ceza Yargısı" veya "Yargı" deyiminden, İsteyen Devlet'in ceza mahkemesi tarafından bir ceza davası sonucunda verilen ve hürriyeti bağlayıcı cezayı, zoralımı, kamu gözetimi önlemlerini veya hak kısıtlamalarını içeren kesin hüküm anlaşılır.

(d) "Hükümlü" deyiminden, Taraflar'dan birinin ülkesinde hürriyeti bağlayıcı nitelikteki cezalara, zoralıma, kamu gözetimi önlemlerine veya hak kısıtlamalarına çarptırılan, veya şartlı olarak tahliye edilen veya cezası ertelenen suçlu anlaşılır.

(e) "Hak Kısıtlaması" deyiminden, bir ceza yargısı ile, herhangi bir hakkın kaybettirilmesi, kullanılmasının geçici olarak ertelenmesi veya hukuki bir ehliyetin kaybettirilmesi anlaşılır.

(f) "Mukim" deyiminden, Taraflar'dan birinin, sürekli olarak oturmak amacı ile en az 5 yıldan beri diğer Taraf ülkesinde oturmuş olan uyruğu anlaşılır.

(g) "Şartla Salıverilme" deyiminden, bir hükümlünün ceza süresinin bitiminden önce, şartlara ve gözetime bağlı olarak, yetkili Makamca hapisten topluma salıverilmesi anlaşılır.

BÖLÜM II
CEZA YARGILARININ TANINMASI VE YERİNE GETİRİLMESİ

KESİM I
GENEL HÜKÜMLER

MADDE II
TANIMA VE YERİNE GETİRME

(1) Taraflar'dan her biri, bu Anlaşma'da hükme bağlanmış haller ve koşullarda, kendi vatandaşı hakkında diğer Taraf'ça verilmiş olup hürriyeti bağlayıcı cezaları, zoralımı, kamu gözetimi önlemlerini veya hak kısıtlamalarını içeren bir ceza yargısının, geçerliliğini tanıyacak ve bu ceza yargısını, kendi mahkemelerinden verilmiş bir ceza yargısı gibi, kendi ülkesinde yerine getirecektir.

(2) Bu tanıma ve yerine getirme, ancak, İsteyen Devlet'in yerine getirme isteminin işbu Anlaşma'ya göre, İstenilen Devlet'çe kabul edilmesi üzerine uygulamaya konulabilir.

MADDE III
YERİNE GETİRME KOŞULLARI

(1) Bir yargının İstenilen Devlet tarafından yerine getirilmesi, ancak, hakkında ceza yargısı verilmiş olan eylemin, bu Devlet ülkesinde işlenmiş olması halinde kendi yasasına göre de suç oluşturmasına ve İstenilen Devlet ülkesinde işlendiğinde hakkında ceza yargısı verilmiş olan kişinin cezalandırılabilir olması koşuluna bağlıdır. Bu koşul, iki Devlet'in yasalarında gösterilen suçların kurucu unsurları ve özelliklerinin her bakımdan özdeş olmasını gerektirecek biçimde yorumlanmaz.

(2) Yargının birden fazla suça ilişkin olması ve bunlardan hepsinin 1.nci fıkradaki koşulları karşılamaması halinde, İsteyen Devlet, yargının, bu koşulları karşılayan suçlar için uygulanacak kısmını belirtecektir.

(3) Yerine getirme istemi belirli bir eşyanın zoralımını, bir kamu gözetimi önlemini veya hak kısıtlamasını ilgilendirdiği takdirde, İstenilen Devlet mahkemesi, ancak, aynı suç bakımından İstenilen Devlet yasasına göre yetkili kılınmış olduğu ölçüde, böyle bir zoralıma, kamu gözetimi önlemine veya hak kısıtlamasına da karar verebilir.

MADDE IV
İSTEM KOŞULLARI

İsteyen Devlet, bir yargının yerine getirilmesini, ancak, aşağıdaki koşulların gerçeklemesi halinde diğer Devlet'ten isteyebilir:

(a) Hükümlünün, istem tarihinde, iki Devlet'ten birinin ülkesinde bulunması;

(b) Hükümlünün İstenilen Devlet uyruğu olması;

(c) Hükümlünün İsteyen Devlet'te mukim bulunmaması;

(d) Hükümlünün, istem tarihinde, yerine getirilmesi gereken en az 6 ay süreli hürriyeti bağlayıcı cezasının kalmış olması;

(e) Yargının İstenilen Devlet'te yerine getirilmesinin, hükümlünün yeniden topluma kazandırılması olanaklarını geliştirebilecek olması;

(f) Hükümlünün İsteyen Devlet ülkesinde bulunması halinde, reşit ise kendisinin, küçük veya rızasını belirtmeye ehliyetsiz ise, veli, vasi veya temsilcisinin rızasının bulunması.

MADDE V
İSTEMİN REDDİ

Yukarıdaki hükümlere uygun olarak yapılan yerine getirme istemi, aşağıdaki haller dışında, kısmen veya tamamen reddedilemez:

(a) Yerine getirmenin, İstenilen Devlet'in hukuk sisteminin temel ilkelerine aykırı düşecek olması; veya

(b) İstenilen Devlet'in, hakkında ceza hükmü verilmiş bulunan suçun, siyasi nitelikte veya buna murtabıt bir suç veya sırf askeri bir suç olduğu görüşünde olması; veya

(c) Yerine getirmenin, İstenilen Devlet'in uluslararası yükümlülüklerine aykırı olması; veya

(d) Suç konusu eylemin, İstenilen Devlet'te esasen kovuşturma konusu olması veya eylem için bu Devlette kovuşturma açılmasına karar verilmiş bulunması; veya

(e) İstenilen Devlet yetkili makamlarının, aynı eylemden ötürü kovuşturma açılmasına yer görmemiş veya açılmış olan kovuşturmaya son vermiş olması; veya

(f) Eylemin İsteyen Devlet ülkesi dışında işlenmiş olması; veya

(g) İstenilen Devlet'in, kendi yasalarının bu Anlaşma'nın uygulamaya konulmasına ilişkin gereklerini karşılayamaması veya başka nedenlerle ceza yargısını yerine getiremeyecek durumda olması; veya

(h) Hükmedilen yaptırımın, İstenilen Devlet yasalarına göre zamanaşımına uğramış olması nedeniyle yerine getirilememesi; veya

(i) Suç tarihindeki yaşı nedeniyle, hükümlünün istenilen Devlet'te esasen kovuşturulamayacak durumda olması; veya

(j) Yerine getirmenin "Ne bis in idem" (Aynı suçtan ikinci yargılama olmaz) kuralına aykırı olması.

KESİM II
YERİNE GETİRME KOŞULLARI

MADDE VI
HUSUSİLİK KURALI

(1) İstenilen Devlet, bu Anlaşma uyarınca aktarılmış olan hükümlüyü, aşağıdaki suçlar dışında, bu Anlaşma'ya göre aktarmanın konusu olan ceza yaptırımının yerine getirilmesinden başka bir nedenle hürriyetinden yoksun bırakamaz, yargılayamaz veya cezalandıramaz:

(a) Hükümlünün, İstenilen Devlet'e aktarılmasından sonra işlediği suçlar, veya

(b) İsteyen Devlet'in rızasının alınması koşulu ile, hükümlünün İstenilen Devlet'e aktarılmasından önce işlemiş olduğu suçlar. Eğer İsteyen Devlet, bu suçun siyasi nitelikte veya buna murtabıt bir suç veya sırf askeri bir suç olduğu görüşünde ise, böyle bir rıza verilmez.

(c) İstenilen Devlet ülkesini engelsiz ve alıkonmaksızın terketmek olanağına sahip bulunduğu halde, hapisten kesin olarak serbest bırakılmasından veya kamu gözetiminin kesin olarak sona ermesinden itibaren 45 gün içinde, bu Devlet ülkesini terketmemiş veya terkettikten sonra yine bu ülkeye dönmüş olan hükümlünün, İstenilen Devlet'e aktarılmasından önce işlediği, ancak, yukarıdaki 1 (b) fıkrasını göre gerekli rıza verilmemiş olan suçlar.

(2) Kovuşturma yapılmak üzere, 1 (b) fıkrası uyarınca rızası talep edilen İsteyen Devlet, rıza istemi içinde mevcut bulunmayan ve gerekli gördüğü diğer belgeleri de isteyebilir.

(3) İstenilen Devlet, zamanaşımının kesilmesi ve durdurulması gibi hukuki sonuçlarını önlemek için kendi yasasına göre gerekli her önlemi alabilir.

MADDE VII
YERİNE GETİRME HAKKI

(1) Yerine getirme İsteminin sunulması sırasında hükümlü halen Hüküm Devleti'nde hapiste bulunduğu takdirde, bu Devlet, aktarma yapılıncaya kadar veya ceza tamamlanıncaya kadar, ceza yaptırımının yerine getirilmesini sürdürebilir.

(2) İsteyen Devlet, şu hallerde yerine getirme hakkını yeniden elde edecektir:

(a) İstenilen Devlet'in istem konusunda işleme geçmek niyetini bildirmesinden önce, İsteyen Devlet, istemini geri almış ise;

(b) İstenilen Devlet, yerine getirme istemi konusunda işleme geçmeyi reddettiğini bildirmiş ise;

(c) İstenilen Devlet, yerine getirme hakkından açıkca vazgeçmiş ise. Bu vazgeçme, ancak, her iki Devlet bu konuda anlaştıkları takdirde mümkündür. Yerine getirme, İstenilen Devlet'te artık mümkün değil ise, İsteyen Devlet'in istemi üzerine vazgeçme zorunlu olacaktır.

(d) İstenilen Devlet mahkemelerince aktarmanın bu Anlaşma'ya veya kendi yasalarına uygun olmadığı kararlaştırılmış ise;

(e) Hükümlünün aktarılması 27.nci madde hükmüne uygun olarak tamamlanmamış ise;

(f) Hükümlü hapisten kaçar veya kamu gözetimine uymaktan kaçınır ve Üçüncü bir Devlet ülkesinde bulunur ve İstenilen Devlet de suçlunun verilmesi de dahil olmak üzere herhangi bir yolla hükümlünün üçüncü Devlet'ten geri getirilmesini sağlayamaz ise; veya

(g) Yargının yerine getirilmesinin İstenilen Devlet'çe tamamlanmasından önce, hükümlü İsteyen Devlet ülkesinde bulunur ise.

MADDE VIII
YERİNE GETİRMENİN SONA ERMESİ

(1) İstenilen Devlet yetkili makamları, İsteyen Devlet tarafından çıkarılan herhangi bir özel, genel af veya yaptırımın yerine getirilebilme niteliğini ortadan kaldıran başka herhangi bir karardan, bilgi sahibi olur olmaz, yaptırımı yerine getirmeye son vereceklerdir.

(2) İsteyen Devlet, ülkesinde verilen ve yukarıdaki fıkra uyarınca yerine getirme hakkının ortadan kalkması sonucunu doğuran herhangi bir kararı veya usüle ilişkin bir önlemi, İstenilen Devlet'e gecikmeksizin bildirecektir.

MADDE IX
KANUN YOLLARI VE AF

(1) Ceza hükmünün gözden geçirilmesine ilişkin başvurular, mahkemelerinden biri tarafından verilmiş mahkûmiyet veya ceza hükümlerinin değiştirilmesi, kaldırılması veya başka biçimde geçersiz sayılması amacını güden her türlü kanun yolu başvuruları veya diğer usül işlemleri konusunda karar vermek hakkı, yalnız Hüküm Devleti'ne ait olacaktır.

(2) Genel veya özel af çıkartmak hakkını Hüküm Devleti kullanacaktır.

(3) Yukarıdaki 2.nci fıkra hükmü saklı kalmak üzere, İstenilen Devlet'te çıkarılan toplu aflar, hükümlüye de uygulanabilecektir. Benzer biçimde, bu Anlaşma'daki hiçbir hüküm, İstenilen Devlet ilgili makamlarının, sakatlık, kocama veya sürekli hastalık nedenleri ile hükümlünün serbest bırakılması konusundaki yetkisini sınırlayıcı anlamda alınmayacaktır.

GİDERLER

Hükümlünün aktarılmasında veya cezanın yerine getirilmesinde İstenilen Devletçe yapılan giderler bu Devlet'e ait olup herhangi bir biçimde Hüküm Devletinden geri istenemeyecektir.

BÖLÜM III
YERİNE GETİRME İSTEMİ

KESİM I
USÜL HÜKÜMLERİ

MADDE XI
YETKİLİ MAKAM

(1) Bu Anlaşma'nın amaçları bakımından Yetkili Makamlar, Amerika Birleşik Devletleri Adalet Bakanlığı ile Türkiye Cumhuriyeti Adalet Bakanlığı olacaktır.

(2) Bir yargının yerine getirilmesinin aktarılması, Taraflar'dan birinin hukukuna göre, bu Taraf'ın merkezi Hükümet Makamından başka bir makamın da onayına bağlı olduğu takdirde, bu onayın da sağlanması gerekir.

MADDE XII
HÜKÜMLERİN UYGULANMASI

(1) Bir ceza yargısının tanınması ve yerine getirilmesi istemine geçmek, İsteyen Devlet'in Yetkili Makamına ait olacaktır.

(2) Bu Anlaşma'nın hiçbir hükmü, Hüküm Devleti'nce böyle bir isteme geçilmesi için, hükümlünün bu Devlet'e başvurmasını engellemeyecektir.

MADDE XIII
İSTEMLERİN BİÇİMİ

Bu Anlaşma'da belirtilen tüm istemler yazılı olarak yapılacaktır. Anlaşma'nın uygulanması için Tarafların Yetkili Makamları arasında gereken her türlü yazışmalar, diplomatik yoldan iletilecektir.

MADDE XIV
İSTEM BELGELERİ

Tanıma ve yerine getirme istemine şu belgeler eklenecektir:

(a) Tanınması ve yerine getirilmesi istenilen yargının aslı, veya onaylı örneği;

(b) Yaptırımın yerine getirilebilirliğini bildiren ve hükmün halen çekilmiş ceza kısmını gösteren belge;

(c) Hükümlünün infaz kurumundaki davranışlarına ilişkin bilgileri, özellikle İsteyen Devlet'te hükümlünün elde ettiği veya aldığı iyi-hal notlarını da kapsayan infaz dosyasının tümünün veya ilgili kısmının aslı, veya onaylı örneği; ve

(d) Hükümlü İsteyen Devlet ülkesinde ise, kendisinin veya veli veya vasisinin, hükmün yerine getirilmesi için aktarılmasına ilişkin açık rızasını kanıtlayan belge.

MADDE XV
TAMAMLAYICI BİLGİLER

İstenilen Devlet, İsteyen Devlet tarafından sağlanan bilgilerin, bu Anlaşma hükümlerini uygulayabilmek için yeterli olmadığı görüşünde bulunduğu takdirde, gerekli tamamlayıcı bilgileri isteyecektir. İstenilen Devlet, bu gibi tamamlayıcı bilgilerin alınması için bir tarih de saptayabilir.

MADDE XVI
İSTEMLERİN VE BELGELERİN DİLİ

(1) Tanıma ve yerine getirme istemlerinin veya bunlara ilişkin belgelerin çevirileri aranmayacaktır.

(2) İsteyen Devlet'in istemi konusunda, İstenilen Devlet'çe verilen kararın ve eki belgelerin çevirileri de İsteyen Devlet'e iletilecektir.

(3) Hükümlü İstenilen Devlet ülkesinde bulunduğu takdirde, bu Anlaşma'ya göre hazırlanan belgeler, İstenilen Devlet'e bu Devlet dilinde yazılmış çeviri metinleri ile birlikte gönderilecektir.

MADDE XVII
BİLDİRİMLER

(1) İstenilen Devlet makamları, yerine getirme istemi konusunda yapılan işlemlerden, İsteyen Devlet makamlarına zamanında bilgi verecektir.

(2) İstenilen Devlet istemi yerine getiremeyeceğine karar verdiği takdirde, İsteyen Devlet'e bu Anlaşma'nın, istemin reddine dayanak olan hükmünden bilgi verecektir.

(3) Taraflar'dan her birinin makamları, bu Anlaşma'ya göre aktarılmış olan tüm hükümlülerin, özellikle şartla salıverilme veya serbest bırakılma hallerini de içeren, durumlarına ilişkin raporları, öteki Taraf'a, belli dönemler itibariyle sağlayacaktır. Taraflardan herbiri, bir ceza hükmünün yerine getirilme durumu konusunda her zaman özel bir rapor da isteyebilir.

KESİM II
GEÇİCİ ÖNLEMLER

MADDE XVIII
İSTEYEN DEVLET'TE HÜRRİYETİN KISITLANMASI

İsteyen Devlet, hükümlü, kendi ülkesinde bulunduğu ve hürriyeti bağlayıcı bir ceza yaptırımının yerine getirilmesi için yaptığı istemin kabulüne ilişkin bildirimi aldıktan sonra tutuklu veya hapiste olmadığı takdirde, yerine getirmeyi sağlamak için gerekli görür ise, hükümlüyü aktarmak amacıyla tutuklayabilir.

MADDE XIX
İSTENİLEN DEVLET'TE HÜRRİYETİN KISITLANMASI

(1) İsteyen Devlet'in yerine getirme istemi üzerine, İstenilen Devlet, aşağıdaki hallerde hükümlünün hürriyetini kısıtlayabilir:

(a) İstenilen Devlet'in yasasına göre, suç geçici önlem niteliğinde tutuklamayı haklı gösteren bir suç ise; ve

(b) Hükümlünün kaçması tehlikesi varsa.

(2) İsteyen Devlet yerine getirme isteminde bulunma niyetini açıkladığında, bu Devlet'in başvurması üzerine, İstenilen Devlet, yukarıdaki fıkranın a ve b bentlerinde gösterilen koşulların gerçekleşmiş olması kaydı ile, hükümlünün hürriyetini kısıtlayabilir. Bu başvuruda, ceza yargısına neden olan suç ile, işlendiği yer ve zaman ve hükümlünün mümkün olduğu kadar açık özellikleri belirtilecek, ayrıca ceza yargısının dayandığı maddi olguların kısa bir açıklamasına da yer verilecektir.

MADDE XX
İSTENİLEN DEVLET'TE HÜRRİYETİN KISITLANMA SÜRESİ

(1) İstenilen Devlet'te hükümlünün hürriyetinin kısıtlanmasında bu Devlet'in yasası uygulanır; hükümlünün serbest bırakılması koşullarını da bu yasa belirler.

(2) Hürriyeti kısıtlanmış olan hükümlü, herhalde:

(a) İstenilen Devlet yasalarına uygun olarak şartla salıverilmesi halleri saklı kalmak üzere, ceza yargısı ile hükmedilmiş olan hürriyeti bağlayıcı ceza süresine eşit bir kısıtlama süresini tamamlamış ise; veya

(b) 19. ncu maddenin 2.nci fıkrası uyarınca hürriyeti kısıtlanmış ve buna ilişkin istem hürriyetin kısıtlanması tarihinden başlayarak 30 gün içinde 14.ncü maddede belirtilen belgelerle birlikte İstenilen Devlet'çe alınmamış ise; serbest bırakılacaktır.

MADDE XXI
İSTEM ÜZERİNE ELKOYMA

(1) İsteyen Devlet, eşyaya geçici olarak elkonulmasını İstenilen Devlet'ten istediği takdirde, İstenilen Devlet, kendi yasasının benzer hallerde elkoymayı öngörmesi şartıyla, eşyaya geçici olarak elkoyabilir.

(2) Geçici elkoyma, İstenilen Devlet'in yasasına uygun olarak yürütülür. Elkoymanın kaldırılabilmesi koşullarını da bu yasa belirler.

MADDE XXII
ZORALIM KONUSU EŞYA ÜZERİNDE İŞLEM

(1) Bu Anlaşma uyarınca zoralım konusu olan eşya, üçüncü kişilerin haklarına zarar verilmemek kaydı ile, İstenilen Devlet'in malı olur.

(2) Özel bir değeri olan zoralım konusu eşya, İsteyen Devlet istemde bulunduğu takdirde, bu Devlet'e verilebilecektir.

BÖLÜM IV
TANIMA VE YERİNE GETİRME

KESİM I
GENEL HÜKÜMLER

MADDE XXIII
İSTENİLEN DEVLET'ÇE BELİRLENECEK KOŞULLAR

İstenilen Devlet Yetkili Makamları, yerine getirme istemini kabul etmeden önce:

(a) Yerine getirilmesi istenilen yaptırıma, kesin bir ceza yargısı ile hükmedilmiş bulunup bulunmadığı,

(b) Bu Anlaşma'nın 3 ve 4.ncü maddelerinde yer alan koşulların gerçekleşmiş olup olmadığı,

(c) Yerine getirmenin, İstenilen Devlet'in hukuk düzeninin temel ilkelerine aykırı düşüp düşmediği,

(d) Hükümlünün, ceza yargısının konusu olan suçtan ötürü, daha önce beraat edip etmediği, cezasının özel veya genel af konusu olup olmadığı, hakkındaki yaptırımın tamamen yerine getirilip getirilmediği veya yaptırımın yerine getirilmesinin zamanaşımına uğrayıp uğramadığı,

(e) Bu Anlaşma'da yerine getirme için öngörülen diğer koşulların gerçekleşip gerçekleşmediği; konularındaki kanaatini, vereceği bir kararla belirleyecektir.

MADDE XXIV
İSTENİLEN DEVLET'ÇE YAPILACAK İŞLEM

(1) İsteyen Devlet'te hükmedilmiş olan bir yaptırım, ancak, bu yaptırıma hükmeden ceza yargısının geçerliliğinin, İstenilen Devlet'in yasalarına göre bu Devlet Yetkili Makamınca tanınmasından sonra İstenilen Devlet'te yerine getirilir.

(2) Bu Anlaşma'ya göre her yerine getirme işleminde, İsteyen Devlet, İstenilen Devlet Yetkili Makamına ceza yargısının bir örneğini verecektir. İsteyen Devlet'çe hükmedilmiş bir ceza yargısının tanınması için İstenilen Devlet yasasına göre yetkili kılınmış olan makam, 9.ncu madde 1.nci fıkra hükümlerine uyarlı olarak ceza yargısının geçerliliğini tanıyacak ve bu yargının tanındığını kanıtlayan bir belge düzenleyerek yargıya ekleyecektir. Yargının ve tanıma belgesinin onaylı birer örneği, İstenilen Devlet'in ilgili bir mahkemesine kaydettirilecektir.

(3) İstem tarihinde fiilen İstenilen Devlet ülkesinde bulunan hükümlüler için verilmiş ceza yargıları da, İstenilen Devlet'te, bu Anlaşma hükümlerine göre yerine getirilecektir.

MADDE XXV
MAHKEMENİN BULGULARI

İstenilen Devlet, İsteyen Devlet'in ceza hükmünde açıklandığı veya bu hükme zımnen dayanak olduğu ölçüde, sabit görülen eylemlere ilişkin bulgularla bağlı olacaktır.

KESİM II
HÜRRİYETI BAĞLAYICI CEZA YAPTIRIMLARININ YERİNE GETİRİLMESİ

MADDE XXVI
YAPTIRIMLARIN YERİNE GETİRİLMESİ

(1) Yaptırımın yerine getirilmesinde, İstenilen Devlet'in yasası uygulanacak ve şartla salıvermeye ilişkin kararları da içermek üzere, uygun olan her türlü kararları almaya yalnız bu Devlet yetkili olacaktır.

(2) İstenilen Devlet mevzuatına göre yetkili olan makam, yerine getirilecek olan yaptırım süresinin hesaplanmasında, ceza yargısı ile hükmedilmiş olan ceza yaptırımı süresini temel olarak alacaktır. Ceza yaptırımının yerine getirilmesinin uygulamaya konulmasında, aşağıdaki hususlar gözönüne alınabilir:

(a) Kendi yasası ile o suç için öngörülmüş bulunan ceza yaptırımı,

(b) İsteyen Devlet yasasında suç için öngörülen cezanın asgari haddi,

(c) Ceza yargısında yer alan ve cezanın ağırlaştırılması ya da hafifletilmesi sonucunu doğuran maddi olgular ve hukuki nedenler ve isteme ekli olan her türlü tamamlayıcı bilgiler. Şu kadar ki, İstenilen Devlet hürriyeti bağlayıcı cezayı içeren bir yaptırımı, para cezasına çeviremez.

(d) Özellikle mahkümiyetten sonra ortaya çıkan ve ceza hükmün yerine getirilmesinde uygulanması gereken infaz biçimi üzerinde etkili olabilecek, diğer tüm maddi olgu ve koşullar.

(3) Ceza yaptırımının yerine getirilmesinde, İstenilen Devlet mevzuatına göre yetkili olan makam, hükümlünün, İsteyen Devlet'te verilmiş olan karardan doğan cezai durumunu ağırlaştırmayacaktır.

(4) Hükümlünün, İsteyen Devlet'te mahkümiyetten sonra, herhangi bir biçimde hürriyetinin kısıtlanması ve çekmiş olduğu ceza süreleri, mahkümiyetinden indirilir. İsteyen Devlet'te mahkümiyetten önce, hükümlünün suçla ilgili tüm tutukluluk süreleri için de aynı indirme işlemi yapılır.

BÖLÜM V
UYGULAMA

MADDE XXVII
İSTEMİN KABULÜNDEN SONRA AKTARMA

(1) İsteyen Devlet'te hürriyeti kısıtlanmış olan hükümlü:

(a) Tanıma ve yerine getirme isteminin kabul edildiğinin bildirilmesi;

(b) Suçlunun aktarma konusundaki rızasının devam ettiğinin doğrulanması; ve

(c) Ceza yargısında, hürriyeti bağlayıcı ceza yaptırımı ile birlikte aynı suç için ayrıca para cezasına da hükmedilmiş olması hallerinde, bu para cezasının ödenmesi;

üzerine İstenilen Devlet'e aktarılır.

(2) Hükümlünün teslim edileceği tarih ve yer Taraflar arasında, karşılıklı anlaşma ile saptanır.

MADDE XXVIII
UYGULAMA

Taraflardan her biri, bu Anlaşma'ya ülkesi içinde tam bir uygulama sağlamak üzere gerekli göreceği tüm usül işlemlerini oluşturacak ve, bu Anlaşmanın amaçları bakımından, İsteyen Devlet'te hükmedilmiş olan ceza yargılarının geçerliliğinin tanınmasına hukuki etkenlik vermek ve bu yetkilerle donatılacak Yetkili Makamı belirlemek için gerekli yasal önlemleri alacaktır.

BÖLÜM VI
SON HÜKÜMLER

MADDE XXIX
YÜRÜRLÜK

(1) Bu Anlaşma onaya bağlı olacaktır. Onay Belgeleri Vaşington'da karşılıklı olarak verilecektir.

(2) Bu Anlaşma, Onay Belgeleri'nin karşılıklı verilmesinden 30 gün sonra yürürlüğe girecek ve süresiz olarak yürürlükte kalacaktır.

(3) Sözleşen Taraflar'dan her biri, önceden diğer Sözleşen Taraf'a yazılı olarak bildirimde bulunarak bu Anlaşma'yı kaldırabilir. Bu takdirde, kaldırılma bildiriminin alınmasından 6 ay sonra, Anlaşma yürürlükten kalkacaktır.

YUKARIDAKİ HÜKÜMLERİN TANITI OLMAK ÜZERE, Sözleşen Taraflar'ın Yetkili Temsilcileri işbu Anlaşma'yı imzalayıp mühürlemişlerdir.

ANKARA'DA 1979 Haziranının yedinci günü, her iki metin de eşit değerde geçerli olmak üzere İngilizce ve Türkçe dillerinde iki sayı halinde düzenlenmiştir.

AMERİKA BİRLEŞİK DEVLETLERİ
HÜKÜMETİ ADINA:

TÜRKİYE CUMHURİYETİ
HÜKÜMETİ ADINA:

AUSTRALIA

Atomic Energy: Peaceful Uses of Nuclear Energy

Agreement signed at Canberra July 5, 1979;
Entered into force January 16, 1981.
With agreed minute.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND AUSTRALIA
CONCERNING PEACEFUL USES OF NUCLEAR ENERGY

The Government of the United States of America and the Government of Australia,

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation between the Government of the United States of America and the Government of the Commonwealth of Australia Concerning the Civil Uses of Atomic Energy, signed on June 22, 1956, as amended; [1]

Desiring to continue and expand their cooperation in this field;

[1] TIAS 3830, 4687, 6250; 8 UST 735; 12 UST 135; 18 UST 400.

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful purposes are carried out under arrangements which will, to the maximum possible extent, further the objectives of the Treaty on the Non-Proliferation of Nuclear Weapons[1] (hereinafter referred to as the "Treaty");

Mindful that both the United States and Australia are parties to the Treaty;

Recognizing that Australia, a non-nuclear-weapon State, has, under the Treaty, undertaken not to manufacture or otherwise acquire nuclear weapons or other nuclear explosive devices, and that it has concluded an agreement with the International Atomic Energy Agency (hereinafter referred to as the "Agency") for the application of safeguards in connection with the Treaty;

Recognizing that the United States, a nuclear-weapon State, intends to enter into a safeguards agreement with the Agency for the application of safeguards in the United States;

Affirming their support for the objectives of the Statute of the Agency, and their desire to promote universal adherence to the Treaty;

Have agreed as follows:

[1] TIAS 6839; 21 UST 483.

Article 1

Scope of Cooperation

1. The United States and Australia shall cooperate, by the transfer of information, material, equipment and components and by assignment of experts, in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.

2. Cooperation under this agreement may be undertaken directly between the parties or through authorized persons under their jurisdiction. Such cooperation shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

3. Cooperation under this agreement shall require the application of safeguards by the Agency:

   (a) with respect to all nuclear activities within the territory of Australia, under its jurisdiction or carried out under its control anywhere. Implementation of a safeguards agreement concluded in accordance with paragraph 1 of article III of the Treaty shall be considered as fulfilling this requirement;

   (b) within the territory of the United States, in accordance with the provisions of an agreement between the United States and the Agency for the application of safeguards in the United States.

Article 2

Definitions

For the purposes of this agreement:

(a) "byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material;

(b) "component" means a component part of equipment or other item, so designated by agreement of the parties;

(c) "equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;

(d) "high enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(e) "low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(f) "major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(g) "material" means source material, special nuclear material or byproduct material, radioisotopes other than byproduct material, moderator material, or any other such substance so designated by agreement of the parties;

(h) "moderator material" means any heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(i) "parties" means the Government of the United States of America and the Government of Australia;

(j) "peaceful purposes" includes the use of information, material, equipment and components in such fields as research, energy and power generation, medicine, agriculture and industry but does not include use in, research on or development of any nuclear explosive device, or any military purpose;

(k) "person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(l) "previous agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of the Commonwealth of Australia Concerning the Civil Uses of Atomic Energy, signed on June 22, 1956, as amended;

(m) "production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated materials containing special nuclear material or any other item so designated by agreement of the parties;

(n) "reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof, or any other apparatus so designated by agreement of the parties;

(o) "restricted data" means all data concerning:

(i) design, manufacture or utilization of nuclear weapons;

(ii) the production of special nuclear material; or

(iii) the use of special nuclear material in the production of energy;

but shall not include data of a party which it has declassified or removed from the category of restricted data;

(p) "sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production or fabrication of nuclear fuel containing plutonium;

(q) "sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance of any sensitive nuclear facility, or such other information so designated by agreement of the parties;

(r) "source material" means:

(i) uranium, thorium, or any other material which is so designated by agreement of the parties; or

(ii) ores containing one or more of the foregoing materials, in such concentration as the parties may agree from time to time;

(s) "special nuclear material" means:

(i) plutonium, uranium 233, or uranium enriched in the isotope 235; or

(ii) any other material so designated by agreement of the parties;

(t) "uranium enriched in the isotope 235 or 233" means uranium containing the isotopes 235 or 233, or both, in an amount such that the abundance ratio of the sum of these isotopes to the isotope 238 is greater than the ratio of the isotope 235 to the isotope 238 occurring in nature;

(u) "utilization facility" means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233.

Article 3

Transfer of Information

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. The transfer of information may be accomplished through various means, including reports, data banks, computer programs, conferences, visits and assignments of experts and staff to facilities. Fields which may be covered include, but shall not be limited to, the following:

(a) development, design, construction, operation, maintenance and use of reactors and reactor experiments including magnetic fusion research;

(b) the production, preparation and use of materials in physical and biological research, medicine, agriculture and industry;

(c) the nuclear fuel cycle, including mining, mineral exploration, ore processing, processing and use of special nuclear material and byproduct material and management of waste material, and studies of the ways to meet future worldwide civil nuclear needs, including multilateral approaches to guaranteeing nuclear fuel supply;

(d) safeguards and physical security of materials and equipment;

(e) health, safety and environmental considerations; and

(f) assessing national energy needs and the role that nuclear energy may play therein.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless specifically provided for by an amendment to this agreement or by a separate agreement.

Article 4

Transfer of Material,
Equipment and Components

1. Material, equipment and components may be transferred pursuant to this agreement for applications consistent with this agreement. However, such transfers shall not include sensitive nuclear facilities or major critical components unless specifically provided for by an amendment to this agreement or by a separate agreement.
2. Source material and low enriched uranium may be transferred for use as fuel in reactors and reactor experiments, for enrichment, conversion or fabrication.
3. Special nuclear material other than low enriched uranium and material covered by paragraph 8 may, if the parties agree, be transferred for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.
4. The quantity of nuclear material transferred under this agreement shall not at any time be in excess of the quantity which the parties agree is necessary for any of the following purposes: the loading of reactors or use in reactor experiments; the efficient and continuous operation of such reactors or conduct of such reactor experiments; and the accomplishment of such other purposes as may be agreed by the parties.

5. If high enriched uranium which is in excess of the quantity required for the purposes described in paragraph 4 exists in Australia, the United States shall have the right to recover any high enriched uranium transferred pursuant to this agreement (including irradiated high enriched uranium) which contributes to that excess. Should this right be exercised, the parties shall make mutually satisfactory commercial arrangements therefor. Recovery of such high enriched uranium shall not be contingent on prior agreement to such arrangements.

6. The parties shall consult in advance of the exercise of the right referred to in paragraph 5 on the methods of implementation of any such recovery.

7. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels which the parties agree are necessary for the purposes described in paragraph 4.

8. Small quantities of material, including special nuclear material, may be transferred for use as samples, detectors, targets, radiation sources and for such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.

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Article 5

Storage and Retransfers

1. Plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium transferred pursuant to this agreement or used in or produced through the use of any material or equipment so transferred, and over which a party has jurisdiction, shall only be stored in a facility which has been agreed to in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and special nuclear material produced through the use of such material or equipment, over which the recipient party has jurisdiction, shall not be retransferred:

   (a) to any unauthorized persons within its jurisdiction; or

   (b) beyond its territorial jurisdiction unless the parties agree.

Article 6

Reprocessing and Enrichment

1. Material transferred pursuant to this agreement to, and which is under the jurisdiction of, a party and material used in or produced through the use of any material or equipment so transferred, and which is under the jurisdiction of a party, shall not be reprocessed unless the parties agree.

2. Uranium transferred pursuant to this agreement to, and which is under the jurisdiction of, a party shall not be enriched after transfer to twenty percent or greater in the isotope 235 unless the parties so agree.

3. Plutonium, uranium 233, high enriched uranium or irradiated source or special nuclear material transferred pursuant to this agreement or produced through the use of any material or equipment so transferred, and which is under the jurisdiction of a party, shall not, unless the parties so agree, be altered in form or content, except by irradiation or further irradiation.

Article 7

Physical Security

1. Each party shall maintain adequate physical security with respect to all material and equipment which is under its jurisdiction and is subject to the relevant agreement specified in paragraph 3 of article 1.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. These measures shall, as a minimum, provide protection comparable to that set forth in Agency document INFCIRC/225/Rev. 1, entitled, "The Physical Protection of Nuclear Material" or in any revision of that document agreed to by the parties.

3. The adequacy of physical security measures maintained pursuant to this article with respect to material and equipment transferred pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment so transferred, shall be subject to review and consultation by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities responsible for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operations in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be implemented in such a manner as to avoid hampering, or delay or undue interference in, the parties' respective nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of the parties' respective nuclear programs.

Article 8

No Explosive or Military Application

Material, equipment or components transferred pursuant to this agreement to, and which are under the jurisdiction of, a party and material used in or produced through the use of any such material, equipment or components so transferred, which are under the jurisdiction of a party, shall not be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

Article 9

Safeguards

1. Material transferred to Australia pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the agreement between Australia and the Agency for the application of safeguards in connection with the Treaty, signed on July 10, 1974.[1]

2. Material transferred to the United States pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred shall be subject to safeguards in accordance with the provisions of the agreement referred to in paragraph 3(b) of article 1.

[1] TIAS 7865; 25 UST 1325.

3. If the United States or Australia becomes aware of circumstances which demonstrate that the Agency for any reason is not or will not be applying safeguards in accordance with the appropriate agreement referred to in paragraph 1 or 2, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with Agency safeguards principles and procedures and to the coverage required pursuant to those paragraphs, and which provide assurance equivalent to that intended to be secured by the system they replace.

4. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred. The arrangements referred to in paragraph 2 of article 13 shall include the details of such a system of accounting and control, the procedures of which shall be comparable to those set forth in Agency document INFCIRC/153 (corrected) or in any revision of that document agreed to by the parties.

5. Upon the request of either party, the other party shall report or permit the Agency to report to the requesting party on the status of all inventories of any materials subject to paragraph 1 or 2, as applicable.

6. The parties shall consult and assist each other in, and shall facilitate, the application of safeguards required by this agreement.

Article 10

Overlapping Controls

1. Neither party shall exercise any rights it has to approve the retransfer or enrichment to twenty percent or greater in the isotope uranium 235 by another nation or group of nations of material transferred pursuant to this agreement or otherwise identified as being subject to similar rights of approval by the other party, and shall not exercise any rights it has to approve the retransfer or reprocessing of irradiated fuel elements containing special nuclear material produced through the use of such materials, unless the parties agree. This obligation applies only where the party whose approval has been sought has been notified by the nation or group of nations requesting approval that the other party has such rights of approval or their equivalent. In the event no such notification is received, the parties shall consult prior to granting approval.
2. This article applies only to material transferred after August 7, 1978, except as the parties may otherwise agree.

Article 11

Cessation of Cooperation

1. If either party at any time following entry into force of this agreement does not comply with the provisions of articles 5, 6, 7, 8 or 9 or materially breaches, terminates or abrogates a safeguards agreement with the Agency, the other party shall have the rights:
   (a) to cease further cooperation under this agreement including suspension or cancellation of further transfers of nuclear material; and

(b) to require the return of any material, equipment or components transferred under this agreement and any special nuclear material produced through the use thereof.

2. If Australia, at any time following entry into force of this agreement, detonates a nuclear explosive device, the United States shall have the same rights as specified in subparagraphs (a) and (b) of paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal, reimburse the other party for the fair market value of such material, equipment or components.

Article 12

Previous Agreement Terminated

1. The Agreement for Cooperation between the Government of the United States of America and the Government of the Commonwealth of Australia Concerning the Civil Uses of Atomic Energy, signed on June 22, 1956, as amended, shall terminate on the date this agreement enters into force.

2. Cooperation initiated under the previous agreement shall continue in accordance with the provisions of this agreement. All the provisions of this agreement shall apply to material and equipment which was subject to the previous agreement immediately prior to its termination.

Article 13

Consultations, Arrangements and Confidentiality

1. The parties shall consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The appropriate governmental authorities of both parties shall establish administrative arrangements to ensure the effective implementation of this agreement. Such arrangements may be changed by agreement between the appropriate governmental authorities of both parties.

3. Agreed classification, patent and security policies and practices shall continue to be maintained with respect to all classified information (including any inventions or discoveries employing such information), material and equipment transferred under the previous agreement. In the case of classified information, the foregoing requirement to continue to maintain classification and security policies and practices shall cease to apply if the supplier party has declassified the information, made it public or authorized its release.

4. The parties agree that any information transferred or otherwise received as a result of the operation of this agreement which at the time of transfer or receipt is designated by the supplier party to be proprietary or confidential shall be accorded protection commensurate with the importance assigned to it by the supplier party as allowed by law within the jurisdiction of the recipient party.

Article 14

Entry into Force
and Duration

1. This agreement shall enter into force on the date upon which the parties exchange diplomatic notes informing each other that they have complied with all applicable requirements for its entry into force,[1] and shall remain in force for an initial period of thirty years. This term may be extended for such additional periods as may be agreed between the parties in accordance with their applicable requirements.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, the guarantees in articles 5, 6, 7, 8 and 9 and the provisions of article 11 shall continue in effect so long as any material, equipment or components subject to these articles remain in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer usable for any nuclear activity relevant from the point of view of safeguards.

[1] Jan. 16, 1981.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Canberra on July 5, 1979

in two originals in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

[SEAL]

FOR THE GOVERNMENT OF AUSTRALIA:

[2]

[SEAL]

[1] Cyrus R. Vance.

[2] Andrew Peacock.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows:

Category III

Use and storage within an area to which access is controlled.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

Category II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection.

Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient States, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

Category I

Material in this category shall be protected with highly reliable systems against unauthorized use as follows.

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trustworthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context should have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of categories II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL

Material	Form	Category I	Category II	Category III
1. Plutonium[a]	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
2. Uranium-235	Unirradiated[b]			
	- uranium enriched to 20% ^{235}U or more	5 kg or more	Less than 5 kg but more than 1 kg	1 kg or less[c]
	- uranium enriched to 10% ^{235}U but less than 20%	-	10 kg or more	Less than 10 kg[c]
	- uranium enriched above natural, but less than 10% ^{235}U[d]			10 kg or more
3. Uranium-233	Unirradiated[b]	2 kg or more	Less than 2 kg but more than 500 g	500 g or less[c]
4. Irradiated fuel			Depleted or natural uranium, thorium or low-enriched fuel (less than 10% fissile content)[e]. [f]	

a/ All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.

b/ Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one metre unshielded.

c/ Less than a radiologically significant quantity should be exempted.

d/ Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.

e/ Although this level of protection is recommended, it would be open to States, upon evaluation of the specific circumstances, to assign a different category of physical protection.

f/ Other fuel which by virtue of its original fissile material content is classified as Category I or II before irradiation may be reduced one category level while the radiation level from the fuel exceeds 100 rads/hour at one metre unshielded.

[Footnotes in the original.]

Agreed Minute

During the negotiation of the proposed Agreement between the United States and Australia Concerning Peaceful Uses of Nuclear Energy ("agreement") signed today the following understandings, which shall be an integral part of the agreement, were reached.

Transitional Arrangements

It was noted that the United States has completed negotiations with the Agency on the text of an agreement for the application of safeguards by the Agency in the United States of America, and that the text of that agreement has been approved by the Board of Governors of the Agency. It was also noted that that agreement was, on February 9, 1978, submitted to the United States Senate for advice and consent to ratification. Pending the entry into force of that agreement [1] and notwithstanding paragraph 3(b) of article 1 and paragraphs 2 and 3 of article 9 of the agreement, cooperation may continue in accordance with the terms of the agreement, including deliveries of Australian uranium under contracts approved by Australia prior to December 2, 1972, but deliveries of Australian uranium under contracts approved after December 2, 1972, may commence only upon entry into force of the agreement between the United States and the Agency.

[1] Done at Vienna Nov. 18, 1977. Entered into force Dec. 9, 1980. TIAS 9889 *ante,* p. 3069.

With reference to paragraphs 1 and 2 of article 7 of the agreement, while most facilities in the United States provide physical protection comparable to that specified for materials classified as Category II and III in the table attached to the Annex, the United States has not completed the necessary rulemaking procedures with respect to physical protection for these materials. Pending completion of the rulemaking procedures, if any proposed recipient of Category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225/Rev. 1, the United States shall so inform Australia prior to shipment of such material and seek interim arrangements satisfactory to both parties.

With respect to paragraph 2 of article 12, in order to facilitate the application of the provisions of this agreement to material and equipment subject to the previous agreement, the parties shall establish a list of such material and equipment.

Return of Material, Equipment or Components

The exercise of the rights of a party under paragraph 5 of article 4 of the agreement and under article 11 of the agreement is not in any way qualified by the provisions of articles 5 or 6 of the agreement relating to prior agreement between the parties on storage, retransfer, high enrichment and reprocessing.

Coverage of the Agreement

Unless specifically agreed to the contrary, all source material, special nuclear material and equipment hereafter transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, shall be regarded as having been transferred pursuant to the agreement. The appropriate governmental authority of the supplier party shall, before shipment, notify the appropriate governmental authority of the recipient party of any such transfer.

The parties will agree on which material other than source or special nuclear material and which components, transferred from the territory of one party to the territory of the other party for peaceful nuclear purposes, whether directly or through a third country, shall be regarded as having been transferred pursuant to the agreement.

Certain other items that are not material, equipment or components and certain quantities of materials that lack significance for nuclear explosive purposes have been and will continue to be transferred in accordance with the applicable laws of the parties, both between the parties and through persons under their jurisdiction. As appropriate and as the parties may agree, these transfers may be deemed to be authorized under the agreement.

Similarly, the parties have been engaging and will continue to engage actively in international cooperation on international environmental considerations relevant to peaceful nuclear activities.

For the purposes of implementing the rights specified in articles 5, 6 and 7 with respect to special nuclear material produced through the use of material transferred and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall, in practice, be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

The quantity limitations referred to in paragraph 4 of article 4 of the agreement will not apply to material undergoing toll processing in the United States (i.e., conversion, enrichment or fuel fabrication of such material for use in a third country) or material that remains in the United States after toll processing.

Safeguards

Any safeguards arrangements referred to in paragraph 3 of article 9 shall include the following characteristics:

(a) the review in a timely fashion of the design of any equipment transferred pursuant to the agreement or of any facility which is to use, fabricate, process or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(b) the maintenance and production of records and of relevant reports for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source or special nuclear material used in or produced through the use of any material, equipment or components so transferred.

(c) the designation of personnel acceptable to the safeguarded party who, accompanied, if either party so requests, by personnel designated by the safeguarded party, shall have access to all relevant places and data (the safeguarded party will not unreasonably withhold acceptance of such personnel designated by the safeguarding party);

(d) the inspection of any relevant equipment or facility;

(e) the installation of any relevant devices; and

(f) the provision for such relevant independent measurements as deemed necessary by the safeguarding party.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF AUSTRALIA:

HONDURAS

Agricultural Commodities

Agreement amending the agreement of February 27, 1979.
Effected by exchange of notes
Dated at Tegucigalpa July 18, 1980;
Entered into force July 18, 1980.

The American Embassy to the Honduran Ministry of Foreign Relations

No. 156

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Honduras and has the honor to refer to agricultural commodities agreement signed by representatives of our two governments on February 27, 1979,[1] and to propose that the agreement be amended as follows:

A. In Part II, Particular Provisions, make the following changes:

1. In Item I, Commodity Table, under appropriate column headings, insert a new line as follows: Quote Wheat/Wheat Flour (Wheat Basis) – 1980 plus October 1 through December 31, 1980 – 12,000 – Dols. 2.0 Unquote. On the line entitled Quote Total Unquote, delete Quote Dols. 2.0 Unquote, and insert Quote Dols. 4.0 Unquote.

2. In Item III, Usual Marketing Table, under appropriate column headings, insert a new line as follows: Quote Wheat/Wheat Flour (Wheat Basis) – 1980 – 50,100 Unquote.

3. In Item IV, Export Limitations, paragraph A, following the words Quote United States Fiscal Year 1979 Unquote, insert Quote, 1980, Unquote.

B. In Annex B make the following changes:

1. In Item II, Summary Program Description, para. B, in the table of disbursement targets, on the line entitled Quote Grain Buying Unquote change the figure for the first year of operation from Quote 1.52 Unquote to Quote 1.37 Unquote, and change the figure for the second year of operation from Quote 1.51 Unquote to Quote 1.35 Unquote. On the line entitled Quote Technical Assist-

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[1] TIAS 9521; 30 UST 5695.

ance/Training Unquote, change the figure for the first year of operation from Quote 0.10 Unquote to Quote 0.25 Unquote, and change the figure for the second year of operation from Quote 0.10 Unquote to Quote 0.30 Unquote. On the line entitled Quote total Unquote change the figure for the second year of operation from Quote 1.96 Unquote to Quote 2.00 Unquote.

2. In Item II, Summary Program Description, para C, in the schedule of disbursement of funds for the first year of operation, under the column entitled Quote Target Date Unquote, on the line beginning Quote April – Sept. Unquote change Quote 1979 Unquote to Quote 1980 Unquote. On the line beginning Quote Feb. – August Unquote change Quote August 1979 Unquote to Quote December 1980 Unquote. For the second year of operation on the line beginning Quote Sept. 1980 Unquote, change Quote September 1980 Unquote to Quote Jan. – Sept. 1981 Unquote; and under appropriate column headings change Quote Dols. 1.51 million Unquote to Quote Dols. 1.71 million Unquote; and add the words Quote Technical Assistance/Training Facilities repair. Unquote. Immediately following the words Quote connected with the main harvest Unquote. On the line beginning Quote March 1980 – Sept. 1980 Unquote change Quote March 1980 – Sept. 1980 Unquote to Quote Jan. 1981 – Sept. 1981 Unquote; change Quote Dols. 0.45 million Unquote to Quote Dols. 0.25 Unquote and change the purpose statement to read Quote Personnel; new equipment; operating costs. Unquote.

3. In Annex B, Item II, Summary Program Description is changed by inserting a new paragraph to read as follows:

Quote D. Revisions permitted under this Agreement. Implementation Letters may be used to revise individual line items in the disbursement targets for the purpose of achieving expeditious and effective implementation of the Project in a manner consistent with the overall goals and purposes underlying the project as originally contemplated, and the agreement as a whole. No such adjustments may:

1. Add a new line item;
2. Discontinue or delete a line item; or
3. Reduce the provision of Technical Assistance/Training contemplated in the disbursement targets.
4. Result in replacing overall financial support which would otherwise be provided by the Government of Honduras. For purposes of this paragraph Quote line item Unquote is understood to refer to the line entries in the table of disbursement targets in paragraph B, above. Any other revisions of this Food for Development Program can be made only by formal amendment to this agreement, effected through an exchange of diplomatic notes. Unquote.

5. In Item VI, Budget, in the Summary Budget Table, on the line entitled Quote Anticipated dollar financing Unquote change the figure for the second year from Quote Dols. 1.90 Unquote to Quote 2.00 Unquote. On the line beginning Quote Anticipated Proceeds Unquote change the figure for the second year from Quote Dols. 1.96 Unquote to Quote Dols. 2.00 Unquote. All other terms and conditions of February 27, 1979 Agreement remain the same.

If foregoing acceptable to your Government, we propose that this note, together with your reply thereto, constitute agreement by our two governments, effective date your note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Relations the assurances of its highest consideration.

MJ

EMBASSY OF THE UNITED STATES OF AMERICA,
TEGUCIGALPA, D.C., *July 18, 1980.*

The Honduran Ministry of Foreign Relations to the American Embassy

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

OFICIO No.175-.A.J.80

La Secretaría de Relaciones Exteriores de la República de Honduras, saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, con ocasión de hacer referencia a su Nota No.156 de fecha 18 de julio de 1980, que dice lo siguiente:

"No.156 La Embajada de los Estados de los Estados Unidos de América saluda muy atentamente al Ministerio de Relaciones Exteriores de la República de Honduras y tiene el honor de referirse al convenio de productos agrícolas, celebrado por representantes de nuestros dos gobiernos el 27 de febrero de 1979, a fin de proponer que el mismo sea enmendado de la siguiente manera:

A. En la Parte II, cláusulas Particulares, efectuar los siguientes cambios:

1. En el Artículo I, Tabla de Productos, bajo los titulares columnares apropiados, insertar la siguiente nueva línea: "Trigo/Harina de Trigo (base de trigo) - 1980 más Octubre lo. hasta Diciembre 31, 1980 - 12,000 - dólares 2.0". En la línea titulada, "Total" suprimir "Dólares 2.0", e insertar "Dólares 4.0".

2. En el Artículo III, Tabla de Mercadeo Normal, bajo los titulares columnares apropiados, insertar la siguiente nueva línea: "Trigo/Harina de Trigo

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HONORABLE EMBAJADA DE
LOS ESTADOS UNIDOS DE AMERICA
C I U D A D.

(base de trigo) - 1980 - 50.100".

3. En el Artículo IV, Limitaciones de Exportación, párrafo A, a continuación de las palabras "año fiscal 1979 de los Estados Unidos" insertar "1980".

B. En el Anexo B efectuar los siguientes cambios:

1. En el Artículo II, Resumen de la Descripción del Programa, párrafo B, en el Cuadro de Objetivos para Desembolso, en la línea titulada "Compra de granos" cambiar la cifra para el primer año de operación de "1.52" a "1.37", y cambiar la cifra para el segundo año de operación de "1.51" a "1.35". En la línea titulada "Asistencia Técnica/Capacitación" cambiar la cifra para el primer año de operación de "0.10" a "0.25" y cambiar la cifra para el segundo año de operación de "0.10" a "0.30", en la línea titulada "Total" cambiar la cifra para el segundo año de operación de "1.96" a "2.00".

2. En el Artículo II, Resumen de la Descripción del Programa, párrafo C, en el cronograma estimado para el desembolso de fondos para el primer año de operaciones, bajo la columna titulada "Fecha Objetivo" en la línea que comienza "Abril - Sept." cambiar "1979" a "1980". En la línea que comienza "Feb. - Agosto" cambiar "Agosto 1979" a "Diciembre 1980". Para el segundo año de operaciones en la línea que comienza "Sept. 1980" cambiar "Sept. 1980" a "Enero - Sept. 1981"; y bajo los titulares columnares apropiados cambiar "U.S. 1.51 millones" a "U.S.1.71 millones" y agregar las palabras "Asistencia Técnica/Reparación de Facilidades".Inmediatamente después de las

comillas "relacionadas con la cosecha principal". En la línea que comienza "Mar. 1980 - Sept. 1980" cambiar "Mar. 1980 - Sept 1980" a "Enero 1981 - Sept. 1981"; cambiar "U.S. 0.45 millones" a "U.S. 0.25" y cambiar la declaración del propósito para que lea "Personal, equipo nuevo, costos de operación".

3. En el Anexo B, Artículo II, el Resumen de la Descripción del Programa ha sido cambiado al insertar un nuevo párrafo que lee como sigue:

"D. Revisiones permitidas bajo este Convenio. Se podrán usar Cartas de Ejecución para revisar artículos individuales en los objetivos de desembolso con el objeto de alcanzar la ejecución expedita y efectiva del proyecto en forma consistente con las metas generales y propósitos fundamentales del proyecto tal como se contempló originalmente y el convenio como un todo. Tales ajustes no podrán:

1. Agregar un nuevo artículo;

2. Descontinuar o suprimir un artículo, o

3. Reducir lo asignado referente a la Asistencia Técnica/Capacitación contemplada en los objetivos de desembolso.

4. Resultar en el reemplazo del apoyo financiero general, que de otra manera sería proporcionado por el Gobierno de Honduras. Para efectos de este párrafo se entiende que "el artículo" se refiere a los renglones de entrada en el Cuadro de Objetivos para desembolsos en el párrafo B, arriba. Cualesquiera otras revisiones a este Programa de Alimentos para el Desarrollo podrán

ser efectuadas unicamente a través de enmienda formal a este Convenio, efectuada mediante un intercambio de notas diplomáticas".

5. En el Artículo VI, Presupuesto, en el cuadro de Resumen del Presupuesto, en la línea titulada "Financiamiento Anticipado en Dólares" cambiar la cifra para el segundo año de "Dols. 1.90" a "2.00". En la línea que comienza "Ingresos Anticipados" cambiar la cifra para el segundo año de "Dols. 1.96" a "Dols. 2.00". Todos los otros términos y condiciones del Convenio - celebrado el 27 de febrero de 1979 permanecerán sin cambio alguno.

Si lo anterior es aceptable a su Gobierno, propo - nemos que esta nota, juntamente con su respuesta a la misma, constituyan un convenio para nuestros dos go - biernos, efectivo la fecha de su nota de respuesta.

La Embajada de los Estados Unidos de América aprovecha esta oportunidad para renovar al Ministro de Relaciones Exteriores las seguridades de su más alta y distinguida consideración.

Embajada de los Estados Unidos de América. Tegucigalpa, D.C.".

La Secretaría de Relaciones Exteriores de la República de Honduras se congratula en confirmar a la Honorable Embajada de los Estados Unidos de Améri - ca, que lo anterior es también de su entendimiento, acordando que la Nota de referencia y la presente res-

puesta serán consideradas como las que constituyen un Convenio entre los dos Gobiernos, el cual entrará en - vigor en esta misma fecha.

La Secretaría de Relaciones Exteriores - aprovecha la oportunidad para expresar a la Honorable Embajada de los Estados Unidos de América, las segu - ridades de su más alta y distinguida consideración.

Tegucigalpa, D.C., 18 de julio de 1980

SFO/oov.

TRANSLATION

Republic of Honduras
Ministry of Foreign Relations

No. 175-.A.J.80

The Ministry of Foreign Relations of the Republic of Honduras presents its compliments to the Embassy of the United States of America and refers to its note No. 156 of July 18, 1980, which reads as follows:

[For the English language text, see pp. 3257-3259.]

The Ministry of Foreign Relations of the Republic of Honduras is pleased to inform that Embassy of the United States of America that the foregoing meets with its approval, and agrees that the note in reference and this reply shall be considered to constitute an agreement between the two governments, which shall enter into force today.

The Ministry of Foreign Relations avails itself of this opportunity to express to the Embassy of the United States of America the assurances of its highest consideration.

Tegucigalpa, D.C., July 18, 1980

[Initialed]

[SEAL]

BRAZIL

Trade Matters

Interim agreement signed at Brasilia March 14, 1980;
Entered into force April 17, 1980.
With record of discussion.

INTERIM AGREEMENT BETWEEN THE GOVERNMENTS OF BRAZIL AND THE UNITED STATES OF AMERICA ON SALTED CATTLEHIDES, MANUFACTURED LEATHER PRODUCTS, AND OTHER TRADE MATTERS

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1. In the interest of promoting the stability of the world market in cattle hides, leather, and manufactured leather products and other areas the delegations of Brazil and the United States agree on the interim agreement described below:

"This arrangement which is a result of discussions conducted by representatives of both Governments in Brasilia on March 13–14, 1980, is subject to formal approval by the respective Governments. Approval will be through the exchange of letters advising one another of their acceptance of the agreement.[1]

2. This interim arrangement will enter into force no later than May 2, 1980, and will expire, unless extended by both Governments, on October 1, 1980. Both Governments will continue to work toward the establishment of a permanent agreement that will further advance the stability in the cattlehide and leather sector. The basis for such an agreement may be contained in the record of discussion accompanying the present agreement. Both Governments will be prepared to resume negotiations on this permanent agreement by the end of April.

3. Both Governments recognize the need to continue to resolve mutual trade problems. It is within this spirit of cooperation and mutual accomodation that this interim arrangement is agreed and a permanent agreement cited in paragraph two above will be sought.

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[1] Apr. 17, 1980.

4. During the duration of the interim arrangement Brazil will maintain a 36 per cent F.O.B. Brazilian ports export tax on salted cattlehides. Brazil's current embargo on these hides will be lifted and substituted with a 36 per cent export tax no later than May 2, 1980.

5. The United States Government recognizes the importance of Brazil's step towards liberalizing its export embargo on salted cattlehides and the need for Brazil to improve its exports of manufactured leather products.

6. Considering the intention of both Governments to improve bilateral trade relations, and, at the same time, taking into account the United States objective of avoiding surges in leather footwear imports, the United States Government reaffirms its long-standing position of maintaining trade with Brazil in manufactured leather products free from additional trade restrictions.

7. The Government of Brazil stresses that, for this interim agreement to remain in effect, United States Government must avoid, within existing legal authority, the imposition of any restrictions on manufactured leather imports from Brazil as a result of potential petitions filed under section 301 of the Trade Act of 1974, as amended.[1] The United States Government recognizes the negative effect that the imposition of restrictions mentioned above will have on the implementation of this agreement.

8. Either Government will give prompt consideration to a request for consultations concerning the operation or effect of this agreement and such consultations will be held as soon as possible but no later than 15 days after such a request has been made.

9. This agreement is subject to termination, in whole or in part, upon notice".

DONE AT BRASILIA, BRAZIL this day March 14, 1980.

H. JON ROSENBAUM
H. Jon Rosenbaum for the delegation of
the GOVERNMENT OF THE UNITED STATES

J A DENOT MEDEIROS
José Artur Denot Medeiros
for the delegation of the GOVERNMENT OF BRAZIL.

[1] 88 Stat. 1978; 19 U.S.C. § 2101.

Record of Discussion Between Representatives of the Governments of Brazil and the United States of America in Brasília, Brazil, on March 14, 1980, Concerning Salted Cattlehide Exports Manufactured Leather Products and Other Trade Matters

1. During the negotiation of THE INTERIM AGREEMENT BETWEEN THE GOVERNMENTS OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE UNITED STATES OF AMERICA ON SALTED CATTLEHIDES, LEATHER AND MANUFACTURED LEATHER PRODUCTS AND OTHER TRADE MATTERS negotiated on March 13–14, 1980, the representatives of both Governments discussed methods for the gradual liberalization of the Brazilian export embargo on salted cattlehides. The U.S. Delegation proposed the adoption by Government of Brazil of the necessary administrative procedures to allow the export of certain proportions of Brazil's salted cattlehide production free from any export restrictions. The proportions and timing of actions by the Government of Brazil would be as follows:

October 1, 1980____	five percent of 1979 Brazilian salted cattlehide production would be made available for export,
April 1, 1981_____	ten percent of 1980 Brazilian salted cattlehide production would be made available for export,
October 1, 1981____	twenty percent of 1980 Brazilian salted cattlehide production would be made available for export,
October 1, 1982____	thirty percent of 1981 Brazilian salted cattlehide production would be made available for export,
For duration of Agreement _____	thirty percent of Brazilian salted cattlehide production during the previous year would be made available for export.

2. The Brazilian delegation, while affirming its decision to replace its export embargo on salted cattlehides with a 36% export tax from May 2, 1980, indicated that further consultation with the Government and with the private sectors involved will be needed in order to examine the content of the above U.S. proposal.

3. In addition, the Brazilian delegation requested firm commitments on the side of the U.S. Government which will assure Brazil a stable and developing access to the U.S. market for leather products. Furthermore, the Brazilian delegation sought tariff concessions on certain products.
4. The U.S. delegation agreed to bring the Brazilian proposals to the attention of its Government and pertinent private sectors involved for serious consideration.
5. Both delegations look forward to the soonest possible resumption of negotiations to replace the interim arrangement negotiated on March 13–14, 1980. These negotiations will resume in any event no later than the end of April 1980.

DONE AT BRASÍLIA, BRAZIL this day of March 14, 1980

H. JON ROSENBAUM
H. Jon Rosenbaum for
the GOVERNMENT OF THE
UNITED STATES

J A DENOT MEDEIROS
José Artur Denot Medeiros for
the GOVERNMENT OF BRAZIL

MEXICO

Colorado River Waters: Emergency Deliveries

Agreements amending and extending minute no. 240 of the International Boundary and Water Commission, United States and Mexico, of June 13, 1972, as amended and extended.
Effected by minute no. 260
Adopted at El Paso August 11, 1979;
Entered into force December 7, 1979.
And minute no. 263
Adopted at El Paso August 6, 1980;
Entered into force September 22, 1980.

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INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

MINUTE NO. 260

El Paso, Texas
August 11, 1979

EXTENSION OF THE EFFECT OF MINUTE NO. 259
RELATING TO THE EMERGENCY DELIVERIES OF COLORADO RIVER WATER
FOR USE IN TIJUANA

The Commission met in the offices of the Mexican Section at 10:00 a.m. on August 11, 1979 to consider the need to extend for one year the effect of Minute No. 259, [1] relating to the emergency deliveries which the United States makes to Mexico of waters from the Colorado River at a point on the international boundary near the city of Tijuana, Baja California Norte.

The two Commissioners considered the progress by Mexico of the construction of the aqueduct to supply water to Tijuana, and agreed that completion of the aqueduct will be delayed probably until the year 1981, because of the substantial storage of water accumulated at Rodriguez Reservoir on the Tijuana River from extraordinary rains in the last two years, which is being used to serve the city of Tijuana.

The Commission considered the information furnished by the Mexican Commissioner that although those waters are being used to supply the city of Tijuana, to the extent possible, circumstances may again exist requiring emergency deliveries by the United States to Mexico, and concluded that although deliveries have not been made to Tijuana since February 28, 1979, it would be desirable to continue the agreement for the emergency deliveries on a stand-by basis since certain works that are necessary to efficiently use the waters in Rodriguez Reservoir have not been completed.

The Commission then considered the information provided by the United States Commissioner that the agencies of his country which own and operate the hydraulic installations used to make the emergency deliveries to Mexico of water from the Colorado River at a point on the international boundary near the city of Tijuana, are willing and able to continue such emergency deliveries as may be requested by Mexico until August 14, 1980, in the manner and in accordance with conditions established in Minutes Nos. 256 [2] and 259, with the proviso that Mexico make its request three days in advance for each resumption and for each suspension of such deliveries.

Based on the above considerations, the Commission adopted the following resolution:

1. That the effect of Minute No. 259 of July 27, 1978 be extended until August 14, 1980 with the understandings in Points 2 and 3 of this resolution.

[1] Adopted July 27, 1978. TIAS 9290; 30 UST 1803.
[2] Adopted Feb. 22, 1977. TIAS 8712; 28 UST 7208.

2. That during the one-year extension of the effect of Minute No. 259 the emergency deliveries of Colorado River water made by the United States to Mexico at a point on the international boundary near the city of Tijuana may be resumed temporarily with Mexico making its request three days in advance of each resumption of such deliveries and of each subsequent suspension.

3. That at the beginning of the one-year extension of the effect of Minute No. 259, Mexico reestablish its Irrevocable Letter of Credit in the amount of $4,000 (Four thousand dollars) United States currency, to be replenished in that amount as payments are drawn against it for such emergency deliveries, and that in the event that the cost of emergency deliveries requested by Mexico during a period exceed $4,000, Mexico at the end of such period of deliveries, pay to the United States the additional costs and reestablish the credit of $4,000.

4. That this Minute require the specific approval of the two Governments.[1]

The meeting adjourned.

Commissioner of the United States

Commissioner for Mexico

Secretary of the United States Section

Secretary of the Mexican Section

[1] Dec. 7, 1979.

COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS

Ciudad Juárez, Chih.,
a 11 de agosto de 1979.

ACTA NUM. 260.

PRORROGA DE LA VIGENCIA DEL ACTA NUM. 259, REFERENTE A LAS ENTREGAS DE EMERGENCIA DE AGUA DEL RIO COLORADO PARA SU USO EN TIJUANA.

La Comisión se reunió en las oficinas de la Sección Mexicana a las 10:00 horas del día 11 de agosto de 1979, para considerar la necesidad de prorrogar por un año la vigencia del Acta Núm. 259, referente a las entregas de emergencia que hacen los Estados Unidos a México de aguas del Río Colorado en un punto de la línea divisoria internacional cercano a la ciudad de Tijuana, Baja California Norte.

Los dos Comisionados consideraron el adelanto de México en la construcción del acueducto para abastecer de agua a Tijuana, y estuvieron de acuerdo en que la terminación del acueducto se demorará probablemente hasta el año de 1981, dado el sustancial almacenamiento del agua en la Presa Rodríguez en el Río Tijuana, debido a lluvias extraordinarias en los últimos dos años, la cual se ha venido utilizando para abastecer la ciudad de Tijuana.

La Comisión consideró la información proporcionada por el Comisionado Mexicano de que, aunque esas aguas se están utilizando para abastecer a la ciudad de Tijuana, al máximo posible, podrán existir nuevamente circunstancias por las que se requieran entregas de emergencia de los Estados Unidos a México y concluyó que aún cuando desde el 28 de febrero de 1979 no se han hecho entregas a Tijuana, sería deseable continuar el convenio para las entregas de emergencia en una base eventual ya que no se han terminado algunas obras que son necesarias para poder utilizar eficientemente las aguas de la Presa Rodríguez.

La Comisión consideró enseguida la información proporcionada por el Comisionado de los Estados Unidos, de que las dependencias de su país que son propietarias y operan las instalaciones hidráulicas que se utilizan para hacer las entregas de emergencia a México de aguas del Río Colorado en un punto de la línea divisoria internacional cercano a la ciudad de Tijuana, están dispuestas y en posibilidad de continuar las entregas de emergencia que sean solicitadas por México, hasta el 14 de agosto de 1980, en la forma y de acuerdo con las condiciones establecidas en las Actas Núms. 256 y 259, con la disposición de que México haga con tres días de anticipación sus solicitudes de cada reanudación y de cada suspensión de dichas entregas.

Basada en las consideraciones anteriores, la Comisión adoptó la siguiente resolución:

1.- Que la vigencia del Acta Núm. 259 del 27 de julio de 1978 se prorrogue hasta el 14 de agosto de 1980 de conformidad con los puntos 2 y 3 de esta resolución.

2.- Que durante la prórroga de un año de la vigencia del Acta Núm. 259, las entregas de emergencia de agua del Río Colorado hechas de Estados Unidos a México en un punto de la línea divisoria cercano a la ciudad de Tijuana se puedan reanudar temporalmente haciendo México su solicitud con tres días de anticipación para cada reanudación de tales entregas y para cada suspensión subsecuente.

3.- Que al principio del año de prórroga para la vigencia del Acta Núm. 259, México restablezca su Carta de Crédito Irrevocable por la cantidad de Dls. 4,000.00 (Cuatro mil dólares 00/100) Moneda de los Estados Unidos para ser restaurada a esa cantidad conforme se hagan los pagos para tales entregas de emergencia, y que en el caso de que el costo de las entregas de emergencia solicitadas por México durante un período, excedan de Dls. 4,000.00, México pague a los Estados Unidos los costos adicionales al final de tal período de entregas y restablezca el crédito de Dls. 4,000.00.

4.- Que la presente Acta requiere la aprobación específica de los dos Gobiernos

Se levantó la Sesión.

Comisionado de México

Comisionado de los Estados Unidos

Secretario de la Sección Mexicana.

Secretario de la Sección de los Estados Unidos.

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

MINUTE NO. 263

El Paso, Texas
August 6, 1980

EXTENSION OF THE EFFECT OF MINUTE NO. 260
RELATING TO THE EMERGENCY DELIVERIES OF COLORADO RIVER WATER
FOR USE IN TIJUANA

The Commission met in the offices of the United States Section at El Paso, Texas at 10:00 a.m. on August 6, 1980 to consider the need to extend for one year, the effect of Minute No. 260, relating to the emergency deliveries which the United States makes to Mexico of waters from the Colorado River at a point on the international boundary near the city of Tijuana, Baja California Norte.

The Commission considered the Mexican Commissioner's advice that although his Government is continuing the construction of the aqueduct to supply Colorado River waters to Tijuana, its completion will be delayed until late 1981, primarily due to extraordinary torrential rains that occurred during January and February 1980 which retarded the construction.

The Commission also considered the information furnished by the Mexican Commissioner that because the recent Tijuana River floods also broke many of the water supply lines from Rodriguez Dam for the city of Tijuana, there was a need to resume in February 1980 the emergency deliveries of water made by the United States to Mexico, and there will be need to continue these deliveries until August 14, 1980, the date of expiration of Minute No. 260, and during the following twelve month period ending August 14, 1981.

The Commission then considered the information provided by the United States Commissioner relating to the conditions under which the agencies of his country, which own and operate the hydraulic facilities used to make the emergency deliveries of water to Mexico, would be willing to continue such emergency deliveries as may be requested by Mexico until August 14, 1981.

Based on the above considerations, the Commission adopted the following resolution, subject to the approval of the two Governments:[1]

1. That the effect of Minute No. 260 of August 11, 1979 be extended until August 14, 1981, with the understandings in Points 2 and 3 of this resolution.

2. That during the one-year extension of the effect of Minute No. 260, the emergency deliveries of Colorado River water by the United States to Mexico at a point on the international boundary near the city of Tijuana, not be made at rates exceeding those corresponding to the monthly volumes specified in Schedule I of Exhibit 2 accompanying Minute No. 240,[2] and

[1] Sept. 22, 1980.
[2] Adopted June 13, 1972. TIAS 8712; 28 UST 7188.

that Mexico make its request three days in advance of each suspension and of each resumption of such deliveries.

3. That at the beginning of the one-year extension of the effect of Minute No. 260, Mexico reestablish its Irrevocable Letter of Credit in the amount of $500,000 (Five hundred thousand dollars 00/100, U.S. currency), which amount would cover the costs of approximately three months of continuous emergency deliveries to Mexico and thereafter reestablish, when and as needed, the Letter of Credit in the same amount to cover the cost of such deliveries as Mexico may request during the remainder of the one-year extension.

The meeting was adjourned.

J. F. Friedkin
Commissioner of the United States

Joaquin Bustamante R.
Commissioner for Mexico

M. R. Ybarra
Secretary of the United States Section

Lorenzo Padilla, S. P.
Secretary of the Mexican Section

COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS

El Paso, Texas,
a 6 de agosto de 1980.

ACTA NUM. 263.

PRORROGA DE LA VIGENCIA DEL ACTA NUM. 260, REFERENTE A LAS ENTREGAS DE EMERGENCIA DE AGUA DEL RIO COLORADO PARA SU USO EN TIJUANA

La Comisión se reunió en las oficinas de la Sección de los Estados Unidos en El Paso, Texas, a las 10:00 horas del día 6 de agosto de 1980, para considerar la necesidad de prorrogar por un año la vigencia del Acta Núm. 260, referente a las entregas de emergencia que hacen los Estados Unidos a México de aguas del Río Colorado en un punto de la línea divisoria internacional cercano a la ciudad de Tijuana, Baja California Norte.

La Comisión consideró el informe del Comisionado Mexicano de que, aunque su Gobierno ha continuado con la construcción del acueducto para abastecer con aguas del Río Colorado a Tijuana, su terminación se demorará hasta fines de 1981, debido principalmente a las lluvias torrenciales extraordinarias ocurridas durante enero y febrero de 1980, las cuales retardaron la construcción.

La Comisión consideró también la información proporcionada por el Comisionado Mexicano de que, debido a las avenidas recientes presentadas en el Río Tijuana también ocasionaron la ruptura de muchas líneas que alimentan agua de la Presa Rodríguez a la ciudad de Tijuana, por lo que hubo necesidad de reanudar en febrero de 1980 las entregas de emergencia de agua de Estados Unidos a México, y será necesario continuar con estas entregas hasta el 14 de agosto de 1980, fecha de expiración del Acta Núm. 260, y durante el siguiente período de doce meses que terminaría el 14 de agosto de 1981.

La Comisión consideró enseguida la información proporcionada por el Comisionado de los Estados Unidos relativa a las condiciones bajo las cuales las dependencias de su país, que son propietarias y operan las instalaciones hidráulicas que se utilizan para hacer las entregas de emergencia de agua a México, están dispuestas en continuar tales entregas de emergencia que sean solicitadas por México hasta el 14 de agosto de 1981.

Basada en las consideraciones anteriores, la Comisión adoptó la siguiente resolución, sujeta a la aprobación de los dos Gobiernos:

1.- Que la vigencia del Acta Núm. 260 del 11 de agosto de 1979 se prorrogue hasta el 14 de agosto de 1981 de acuerdo con

los puntos 2 y 3 de esta resolución.

2.- Que durante la prórroga de un año de la vigencia del Acta Núm. 260, las entregas de emergencia de agua del Río Colorado hechas de Estados Unidos a México en un punto de la línea divisoria cercano a la ciudad de Tijuana no se hagan en proporciones que excedan a las que correspondan a los volúmenes mensuales especificados en la Tabla Núm. 1 del anexo 2 que acompaña el Acta Núm. 240, y que México haga su solicitud con tres días de anticipación para cada suspensión y para cada reanudación de tales entregas.

3.- Que al principio del año de prórroga para la vigencia del Acta Núm. 260, México reestablezca su Carta de Crédito Irrevocable por la cantidad de $500,000.00 (QUINIENTOS MIL DOLARES 00/100 U.S.), cuya cantidad cubriría los costos de entregas de emergencia continuas a México por tres meses aproximadamente y después de ésto reestablezca, como y cuando se necesite, la Carta de Crédito en la misma cantidad para cubrir el costo de tales entregas como México las solicite durante el resto del año de prórroga.

Se levantó la Sesión.

Comisionado de México

Comisionado de los Estados Unidos

Secretario de la Sección Mexicana

Secretario de la Sección de los Estados Unidos

FRANCE

Atomic Energy: Technical Exchange and Cooperation in Light Water Reactor (LWR) Safety Research

Arrangement signed at Paris and Washington July 16 and September 12, 1980;
Entered into force September 12, 1980.

TECHNICAL EXCHANGE AND COOPERATION ARRANGEMENT BETWEEN THE UNITED STATES NUCLEAR REGULATORY COMMISSION AND THE COMMISSARIAT A L'ENERGIE ATOMIQUE OF FRANCE IN THE FIELD OF LIGHT WATER REACTOR SAFETY RESEARCH

The Contracting Parties, i.e.

The United States Nuclear Regulatory Commission (USNRC) and

the Commissariat à l'Energie Atomique (CEA) of France,

considering

(a) they have a mutual interest in cooperation in the field of light water reactor (LWR) safety research, with the objective of improving and thus ensuring the safety of LWRs on an international basis;

(b) they have cooperated in the field of LWR safety under the terms of a 5-year technical exchange arrangement, originally signed on October 16, 1974[1] between the United States Atomic Energy Commission (USAEC) and the CEA; but continued after January 19, 1975 as between the USNRC and the CEA;

(c) they have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement and, accordingly, have continued their cooperation pending the execution of this Arrangement;

HEREBY AGREE AS FOLLOWS:

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[1] Signed Sept. 23 and Oct. 16, 1974. TIAS 8369; 27 UST 3401.

Article 1 - OBJECTIVE

The USNRC and the CEA will continue their cooperation in the field of LWR safety research in accordance with the provisions of this Arrangement and on the basis of a reasonably balanced exchange. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and national policy. Should any conflict arise between the terms of this Arrangement and those laws, regulations and national policy, the parties agree to consult before any action is taken.

Article 2 - FORMS OF COOPERATION

Cooperation between the parties may take the following forms:

2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree,

2.2 The temporary assignment of personnel of one party or of its contractors to the laboratory or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment-of-staff agreement between appropriate representatives of the recipient and assigning organizations.

2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project shall be considered on a case-by-case basis and be the subject of a separate agreement between the parties.

2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the relevant entities and may be subject to commercial terms and conditions.

2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the prior approval of such entities will be required in respect to the terms upon which such visit, assignment or use shall be made.

2.6 Any other form agreed between the parties.

Article 3 - SCOPE OF INFORMATION EXCHANGE

3.1 Each party will make available to the other information in the field of LWR safety research which it has the right to disclose, either in its possession or available to it, in the technical areas listed in the appendices, in which the parties are sponsoring LWR safety research. These appendices may be modified by common agreement of the Administrators (see Article 4).

3.2 Each party will promptly transmit and call to the other party's attention any information on its research results appearing to have significant safety implications. If the transmitting party denotes such information to be of a proprietary nature, the recipient party shall control the further dissemination of the information in accordance with the provisions of Article 5.

3.3 As agreed upon, the parties may also exchange information on any other topic related to LWR safety.

Article 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. The Administrators will establish agreed upon procedures for implementing the Arrangement. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

Article 5 - EXCHANGE AND USE OF INFORMATION

5.1 The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 6.

5.2 It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other proprietary information. Such information, including trade secrets, inventions, patent information, and know-how, is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in the possession of the receiving party or its contractors.

5.3 The party receiving proprietary information pursuant to this Arrangement shall respect the nature thereof, provided such information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"Except as set forth in the Arrangement dated _____ or in the specific memorandum dated _____ between the USNRC and the CEA, this document containing proprietary information shall not be disseminated outside the recipient's organization without prior approval of - name of transmitting party -."

5.4 Information of a proprietary nature, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed in a specific memorandum, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of their contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and

(c) On an as-needed case-by-case basis, to organizations licensed in the country of the receiving party to construct or operate light water reactors, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license,

provided that the information disseminated to any person under 5.4 (b), (c), and (d) above shall be pursuant to an agreement of confidentiality entered into between the recipient party and the contractors, subcontractors or licensed organizations abovementioned in 5.4 (b), (c), and (d).

5.5 Nondocumentary proprietary information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachment of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.6 The application or use of any information exchanged or transferred between the parties under the Arrangement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

5.7 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.8 Nothing contained in this Arrangement shall be construed as requiring either party to transmit to the other party information that it considers of a proprietary nature and which has been acquired or developed prior to or outside the course of cooperative activities under this Arrangement.

5.9 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside of this Arrangement.

5.10 The provisions on nondissemination of proprietary information given in this article shall continue notwithstanding the termination of this Arrangement or any extension thereof, until release is authorized by the transmitting party.

Article 6 - PATENTS

6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:

6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists, engineers and other specialists;

6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:

6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.2.2 The other party shall acquire all right, title and interest in or to such invention, discovery, patent application or patent in its own country.

6.1.3 For other specific forms of cooperation, including exchange of samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived or actually reduced to practice by the other party prior to the execution of this Arrangement, or conceived or actually reduced to practice by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

6.2 The party owning a patent covering any invention referred to in paragraph 6.1 above shall license the patents to nationals of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

6.4 It is understood that after the Community Patent Convention has come into force, the parties shall consult together to adapt the geographical allocation of the patent rights in order to allow a possible implementation of the said Convention.

Article 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriate funds.

Article 8 - FINAL PROVISIONS

8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 5 years, unless extended for a further period of time by agreement of the parties.

8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

DONE in duplicate in the English and French languages, each equally authentic.

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

BY: William J. Dircks

TITLE: Acting Executive Director for Operations

DATE: SEP 12 1980

FOR THE COMMISSARIAT A L'ENERGIE ATOMIQUE OF FRANCE

BY: Pierre TANGUY

TITLE: Délégué à la Protection et à la Sûreté Nucléaire

DATE: P. Tanguy 16 JUIL. 1980

APPENDIX A

AMERICAN NUCLEAR SAFETY RESEARCH AREAS INCLUDED FOR USNRC-CEA TECHNICAL EXCHANGE AND COOPERATION

LWR SAFETY RESEARCH

1. LWR Accident Behavior and Consequences
   - 1.1 Separate Effects Testing (Blowdown Heat Transfer, ECC Bypass, Reflood, Pump Characteristics)
   - 1.2 LOCA Integral System Testing
   - 1.3 LOCA-ECCS Analysis
   - 1.4 Fuel Behavior Under Accident Conditions (LOC/Overpower Transients, F.P. Release, Fuel Meltdown, Cladding Behavior, Code Development)
   - 1.5 Containment Testing and Analysis (Dynamic Loadings, Pressure Suppression, H_2 Production)
2. Primary System Integrity
   - 2.1 Materials and Mechanical Problems
   - 2.2 Quality Assurance (NDE Methodology)
3. Mechanical and Structural Engineering
   - 3.1 Behavior and Integrity of Mechanical and Structural Components Under Reactor Operation and Accident Conditions
4. Site Safety
   - 4.1 External Impacts (Earthquakes, Chemical Explosions, Airplanes)
   - 4.2 F.P. Release and Transport
5. Operational Safety
   - 5.1 Noise Diagnostics For Safety Assessment
   - 5.2 Human Factors
   - 5.3 Qualification Testing Evaluation
   - 5.4 Fire Protection
   - 5.5 Valve Modeling And Testing
6. Risk And Reliability Analysis
   - 6.1 Accident Sequence Analysis
   - 6.2 Consequences Modeling and Analysis
   - 6.3 Containment studies (Safety margins and failure modes)

APPENDIX B

FRENCH NUCLEAR SAFETY RESEARCH AREAS INCLUDED FOR USNRC-CEA TECHNICAL EXCHANGE AND COOPERATION

1. THERMAL HYDRAULICS (LOCA)
   - 1.1. Blowdown tests in OMEGA loop
   - 1.2. Critical flow tests (SUPER MOBY DICK)
   - 1.3. Reflood experiments (ERSEC)
   - 1.4. Steam water mixing studies (EPIS)
   - 1.5. Blowdown of a PWR vessel
   - 1.6. Development of advanced models and advanced codes for the study of the LOCA in PWR: Coordinated general program
   - 1.7. Two-phase two-component flow (REBECA)
   - 1.8. Study on the condensation on a wall of air steam mixture in transient conditions (ECOTRA)
   - 1.9. Two-phase flow instrumentation

2. FUEL
   - 2.1. PHEBUS PROGRAM
   - 2.2. Zircaloy cladding diametral expansion during a LOCA (EDGAR)
   - 2.3. Characterization of fission product releases from defected fuel rod in normal operation
   - 2.4. Characterization of fission product releases from fuel in accidental conditions (FLASH)

3. STRUCTURES AND COMPONENTS
   - 3.1. Irradiation embrittlement of pressure vessel steel
   - 3.2. Fatigue behaviour of steel
   - 3.3. Ultrasonic non destructive examination program
   - 3.4. Failure probability calculation of a PWR pressure vessel
   - 3.5. Local behaviour of reinforced concrete walls under missile impacts
   - 3.6. Qualification of safety-related components in accidental conditions: safety requirements
   - 3.7. Pipe rupture studies (AQUITAINE 2)
   - 3.8. Valve testing in transient conditions
   - 3.9. Viscous damping values of structures and components

4. SITES EXTERNAL AGRESSIONS

4.1. Gaseous explosions

4.2. Earthquakes

5. OPERATIONAL SAFETY

5.1. Human factors: maintenance and control processes

5.2. Simulators and their use for studies in diagnosis of accidental situations

6. RISK ASSESSMENT

6.1. Accident sequence analysis

6.2. Consequence modeling and analysis

6.3. Containment studies (Safety margins and failure modes)

ACCORD D'ECHANGES TECHNIQUES ET DE COOPERATION

ENTRE

LA COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS

ET

LE COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS

DANS LE

DOMAINE DE LA RECHERCHE SUR LA SURETE

DES REACTEURS A EAU ORDINAIRE

Les parties contractantes, soit

la Commission de Réglementation Nucléaire des Etats-Unis d'Amérique (USNRC) et

le Commissariat à l'Energie Atomique français (CEA),

a/ Considérant qu'ils ont un intérêt commun à coopérer dans le domaine de la recherche sur la sûreté des réacteurs à eau ordinaire dans le but d'améliorer et d'assurer la sûreté de ces réacteurs en l'appuyant sur une base internationale,

b/ Considérant qu'ils ont déjà coopéré dans ce domaine dans le cadre d'un accord d'échanges techniques signé à l'origine le 16 octobre 1974 entre la Commission de l'Energie Atomique des Etats-Unis (USAEC) et le CEA pour une durée de 5 ans, mais continué après le 19 janvier 1975 entre la USNRC et le CEA,

c/ Considérant leur désir commun de continuer la coopération instaurée dans le cadre de l'accord précédent et ayant en conséquence poursuivi leur coopération dans l'attente de la signature du présent accord,

SONT CONVENUES DE CE QUI SUIT :

Article 1 - OBJET DE L'ACCORD

La USNRC et le CEA continueront leur coopération dans le domaine de la recherche sur la sûreté des réacteurs à eau ordinaire selon les dispositions de cet accord et sur la base d'échanges raisonnablement équilibrés. Aucune disposition contenue dans cet accord ne pourra exiger de l'une ou l'autre des parties d'engager une action contraire à ses lois et réglements ou à sa politique nationale. Si un conflit s'élevait entre les termes du présent accord et ces lois, réglements ou politique nationale, les parties conviennent de se consulter avant d'entreprendre quelque action que ce soit.

Article 2 - FORMES DE COOPERATION

La coopération entre les parties peut prendre les formes suivantes :

2-1 - L'échange de connaissances sous formes de rapports techniques, de résultats expérimentaux, de correspondance, de lettres d'information, de visites, de réunions d'experts et tels autres moyens dont les parties conviennent.

2-2 - Le détachement temporaire de personnel d'une partie ou de ses contractants aux laboratoires ou installations appartenant à l'autre partie, ou dans lesquels elle subventionne des recherches ; chacun de ces détachements sera considéré cas par cas et fera l'objet d'un accord séparé de détachement de personnel entre les représentants qualifiés de l'organisme d'accueil et de l'organisme d'envoi.

2-3 - L'exécution de projets et programmes communs, comprenant ceux qui impliquent une division d'activités entre les parties ; chacun de ces programmes et projets communs sera considéré cas par cas et fera l'objet d'un accord séparé entre les parties.

2-4 - L'usage par l'une des parties des installations appartenant à l'autre partie ou dans lesquelles l'autre partie subventionne des recherches ; un tel usage d'installations fera l'objet d'accords séparés entre les entités concernées et pourra être soumis à des conditions commerciales.

2-5 - Si l'une ou l'autre des parties désire visiter, détacher du personnel, ou utiliser des installations détenues ou gérées par des organismes autres que les parties au présent accord, celles-ci reconnaissent que les conditions dans lesquelles se feront ces visites, détachements ou utilisations devront recevoir l'approbation préalable de ces organismes.

2-6 - Toute autre forme agréée entre les parties.

Article 3 - DOMAINE DE L'ECHANGE DE CONNAISSANCES

3-1 - Chaque partie mettra à la disposition de l'autre les connaissance en matière de sûreté des réacteurs à eau ordinaire qui sont en sa possession ou dont elle dispose et qu'elle a le droit de divulguer portant sur les sujets énumérés dans les annexes et parmi lesquels les parties subventionnent de telles recherches de sûreté. Ces annexes peuvent être modifiées par accord mutuel des Administrateurs (voir article 4).

3-2 - Chaque partie transmettra rapidement et attirera l'attention de l'autre partie sur toute information concernant les résultats de ses recherches qui semblerait avoir des implications significatives en matière de sûreté. Si la partie qui la transmet signifie que ladite information est privilégiée, la partie réceptrice devra en contrôler la diffusion ultérieure conformément aux dispositions de l'article 5.

3-3 - Après accord, les parties pourront aussi échanger des connaissances sur n'importe quel sujet se rapportant à la sûreté des réacteurs à eau ordinaire.

Article 4 - MODALITES D'APPLICATION

Chaque partie désignera comme Administrateur un représentant de haut niveau pour coordonner sa participation dans l'échange global. Les Administrateurs établiront d'un commun accord une procédure d'exécution du présent accord. Une fois par an approximativement, les Administrateurs se rencontreront pour passer en revue l'état des échanges et de la coopération établis dans le cadre du présent accord, pour recommander des modifications en vue d'améliorer et de développer la coopération et pour discuter des sujets entrant dans le champ de cette coopération. La date, le lieu et l'ordre du jour de telles réunions seront convenus à l'avance.

Article 5 - ECHANGE ET USAGE DES CONNAISSANCES

5-1 - Les Parties agiront en vue de la diffusion la plus large possible des connaissances fournies ou échangées dans le cadre du présent accord, sous réserve de la nécessaire protection des connaissances privilégiées échangées et des dispositions de l'article 6.

5-2 - Les parties reconnaissent que, dans le déroulement des échanges de connaissances ou d'autres formes de coopération, elles pourront fournir à l'autre partie des connaissances privilégiées. Ces connaissances, y compris les secrets de fabrique, les inventions, les renseignements sur les brevets et le savoir-faire sont définies comme :

a/ d'un type habituellement tenu confidentiel par les firmes commerciales,

b/ généralement non connues ni à la disposition du public par d'autres sources,

c/ n'ayant pas été antérieurement rendue disponibles par la partie qui les transmet ou par d'autres sans un accord indiquant leur caractère secret ; et

d/ n'étant pas déjà en possession de la partie qui les reçoit ou de ses contractants.

5-3 - La partie recevant des connaissances privilégiées dans le cadre du présent accord devra en respecter la nature confidentielle à condition que ces connaissances soient clairement marquées du sigle approprié de la partie expéditrice et qu'elles portent la formule restrictive suivante (ou une formule similaire) :

"Sauf pour ce qui est convenu dans l'accord du _____ ou dans le mémorandum spécifique du _____ entre l'USNRC et le CEA, ce document contenant des connaissances privilégiées ne doit pas être diffusé à l'extérieur de l'organisation du destinataire sans l'approbation préalable de - *nom de la partie expéditrice* -".

5-4 - Ces connaissances privilégiées, telles que définies ci-dessus, fournies par une partie à l'autre dans le cadre du présent accord, doivent être utilisées seulement pour faire avancer les programmes de sûreté nucléaire dans le pays destinataire. A moins qu'il n'en soit mutuellement décidé autrement par un mémorandum spécifique, leur diffusion sera limitée comme suit :

a/ aux personnes appartenant à la partie destinataire ou employées par elle, et aux autres organismes gouvernementaux concernés, et

b/ aux contractants ou sous-contractants de la partie destinataire en vue d'une utilisation uniquement dans le pays de cette partie et dans le cadre de leur(s) contrat(s) avec la partie concernée dans des travaux se rapportant à l'objet des connaissances ainsi diffusées, et

c/ cas par cas, si nécessaire, aux organisations autorisées, dans le pays de la partie destinataire, à construire ou à exploiter des réacteurs à eau ordinaire, à condition que de telles connaissances soient utilisées seulement dans les conditions de l'autorisation et pour des travaux se rapportant à l'objet des connaissances ainsi diffusées, et

d/ aux contractants des organismes autorisés dans l'alinéa c qui recevront ces connaissances, en vue d'une utilisation uniquement dans le domaine de l'autorisation,

à condition que les connaissances soient diffusées aux personnes visées aux alinéas 5-4 b, c, et d ci-dessus dans le cadre d'un accord de secret conclu entre la partie destinataire et les contractants, sous-contractants ou organismes autorisés mentionnés ci-dessus en 5-4 b, c et d.

5-5 - Les connaissances privilégiées non écrites, fournies au cours des séminaires et autres réunions organisés dans le cadre du présent accord, ou les connaissances provenant du détachement de personnel, de l'utilisation d'installations ou de projets communs, devront être traitées par les parties en accord avec les principes précisés dans cet article, à condition cependant que la partie communiquant ces connaissances informe le destinataire de leur caractère privilégié.

5-6 - L'application ou l'emploi des connaissances échangées ou transférées entre les parties dans le cadre du présent accord se fera sous la responsabilité de la partie qui les reçoit, et la partie expéditrice ne garantit pas que lesdites connaissances conviennent à telle ou telle utilisation ou application particulières.

5-7 - Chaque partie devra faire ses meilleurs efforts pour que les connaissances privilégiées qu'elle reçoit dans le cadre du présent accord soient traitées comme défini ci-dessus. Si l'une des parties a connaissance qu'elle sera, ou qu'elle peut s'attendre à être, incapable de garantir les clauses de non-dissémination du présent article, elle devra en informer immédiatement l'autre partie. Les parties se consulteront pour définir les actions appropriées à entreprendre.

5-8 - Aucune des dispositions du présent accord ne sera interprétée comme exigeant de l'une des partie de transmettre à l'autre partie des connaissances qu'elle considère comme privilégiées et qu'elle a obtenues ou développées avant ou en dehors du cours des activités coopératives poursuivies dans le cadre du présent accord.

5-9 - Aucune disposition du présent accord n'empêchera l'usage ou la diffusion de connaissances reçues par une partie de sources extérieures au présent accord.

5-10 - Les dispositions sur la non-dissémination de connaissances privilégiées stipulées au présent accord resteront en vigueur après la fin du présent accord ou après la fin de toute extension de celui-ci, à moins que leur abandon ne soit autorisé par la partie qui a transmis les connaissances.

Article 6 - BREVETS

6-1 - En ce qui concerne toute invention ou découverte conçue ou mise effectivement en pratique pour la première fois au cours de la mise en oeuvre du présent accord :

6-1-1 - Si elle est conçue ou mise effectivement en pratique pour la première fois par du personnel d'une partie (la partie qui envoie le personnel) ou ses sous-traitants, tandis qu'il est affecté à l'autre partie (la partie qui reçoit le personnel) ou ses sous-traitants dans le cadre d'un échange de chercheurs, d'ingénieurs et d'autres spécialistes :

6-1-1-1 - La partie qui reçoit le personnel acquerra tous les droits, titres et intérêts sur cette invention ou découverte, et toute demande de brevet ou brevet qui peut en résulter dans son propre pays et dans les pays tiers ; et

6-1-1-2 - La partie qui envoie le personnel acquerra tous les droits, titres et intérêts sur cette invention, découverte, demande de brevet ou brevet, dans son propre pays.

6-1-2 - Si elle est conçue ou mise pour la première fois effectivement en pratique par une partie ou ses sous-traitants comme résultat direct de l'utilisation de connaissances qui lui ont été communiqués en vertu du présent accord par l'autre partie ou ses sous-traitants et s'il n'en est pas convenu autrement dans le cadre d'une activité en coopération couverte par le § 6-1-3 :

6-1-2-1 - La partie qui conçoit ou qui met pour la première fois effectivement en pratique cette invention ou découverte acquerra tous les droits, titres et intérêts sur cette invention ou découverte, et toute demande de brevet ou brevet qui peut en résulter dans son propre pays et dans les pays tiers ; et

6-1-2-2 - L'autre partie acquerra tous les droits, titres et intérêts sur une telle invention, découverte, demande de brevet ou brevet dans son propre pays.

6-1-3 - Pour d'autres formes spécifiques de coopération, y compris des échanges d'échantillons, de matériaux, d'instruments et de composants pour des projets de recherche spéciaux en commun, les parties prévoiront une dévolution appropriée des droits sur les inventions. Cependant, d'une façon générale, chaque partie déterminera en principe les droits sur de telles inventions dans son propre pays et les parties conviendront des droits sur de telles inventions dans les autres pays sur une base équitable.

6-1-4 - Nonobstant la dévolution des droits prévus aux §§ 6-1-1 et 6-1-2, au cas où l'une des parties mettrait effectivement en pratique pour la première fois une invention après la signature du présent accord, invention qui est, soit conçue ou effectivement mise en pratique par l'autre partie avant la signature du présent accord, soit conçue ou effectivement mise en pratique par cette autre partie en dehors des activités coopératives mettant en oeuvre le présent accord, les parties prévoiront une dévolution appropriée des droits, en prenant en considération les engagements existants avec des tiers et à condition, cependant, que chaque partie détermine les droits sur une telle invention dans son propre pays.

6-2 - La partie possédant un brevet couvrant une invention quelconque mentionnée au § 6-1 concèdera une licence sur ce brevet aux ressortissants du pays de l'autre partie, sur demande de cette autre partie, à des conditions non discriminatoires dans des circonstances similaires. Au moment de cette demande, l'autre partie sera informée de toutes les licences de ce brevet déjà concédées.

6-3 - Chaque partie prendra toutes les mesures nécessaires pour obtenir la coopération de ses inventeurs requise pour exécuter les dispositions du présent article. Chaque partie assumera la responsabilité de payer à ses employés les récompenses ou indemnités dues en application des lois de son pays.

6-4 - Il est entendu qu'après l'entrée en vigueur de la Convention sur le brevet communautaire, les parties se concerteront en vue d'un aménagement de la répartition géographique des droits à brevet pour permettre une éventuelle application de ladite Convention.

Article 7 - COUTS

Sauf si les parties en décident spécialement autrement, tous les coûts résultant de la mise en oeuvre du présent accord seront supportés par la partie qui les encourt. Il est entendu que la capacité des parties d'exécuter leurs obligations est soumise à la disponibilité des ressources financières appropriées.

Article 8 - CLAUSES FINALES

8-1 - Le présent accord entrera en vigueur à la date de la dernière signature et, sous réserve de l'application du § 8-2, il restera en vigueur durant une période de 5 ans, à moins qu'il ne soit étendu pour une période supplémentaire par accord entre les partie

8-2 - L'une ou l'autre des parties peut se retirer du présent accord après l'avoir notifié par écrit à l'autre partie six mois avant la date prévue de son retrait.

Fait en deux exemplaires, en langues anglaise et française, chaque version faisant également foi.

POUR LA COMMISSION DE REGLEMENTATION NUCLEAIRE DES ETATS-UNIS D'AMERIQUE

Par : William J. Dircks

Titre : Acting Executive Director for Operations

Date : SEP 12 1980

POUR LE COMMISSARIAT A L'ENERGIE ATOMIQUE FRANCAIS

Par : Pierre TANGUY

Titre : Délégué à la Protection et à la Sûreté Nucléaire

Date : 16 JUIL. 1980

ANNEXE A

DOMAINES DE RECHERCHES AMERICAINES EN SURETE NUCLEAIRE INCLUS DANS LES ECHANGES ET LA COOPERATION TECHNIQUE USNRC-CEA

RECHERCHES DE SURETE DANS LE DOMAINE DES REACTEURS A EAU LEGERE

1. Comportement accidentel des réacteurs à eau légère et leurs conséquences

   1.1 Essais analytiques
   (Transfert de chaleur en dépressurisation, perte du refroidissement de secours, renoyage, caractéristiques des pompes)

   1.2 Essais intégraux du système pendant un LOCA

   1.3 Analyse de l'ECCS pendant un LOCA

   1.4 Comportement du combustible en situations accidentelles
   (Transitoires de pertes de refroidissement, transitoires de puissance, relâchement de produits de fission, fusion de combustible, comportement de la gaine, développement de code)

   1.5 Essais et analyse du confinement
   (Charge dynamique, suppression de pression, production d'hydrogène)

2. Intégrité du système primaire

   2.1 Problèmes de matériaux et problèmes mécaniques

   2.2 Assurance de Qualité
   (Méthodologie des Essais Non-Destructifs)

3. Mécanique des structures

   3.1 Comportement et intégrité des composants mécaniques et structurels dans les conditions de fonctionnement normal ou accidentel

4. Sûreté des sites

   4.1 Agressions externes
   (Tremblements de terre, explosions chimiques, chutes d'avion)

   4.2 Relâchement et diffusion des produits de fission

5. Sûreté des réacteurs en fonctionnement

   5.1 Diagnostic des bruits pour l'évaluation de sûreté

   5.2 Facteurs humains

   5.3 Evaluation de la qualification expérimentale

   5.4 Protection incendie

   5.5 Modélisation et essais de soupapes et vannes de décharge

6. Analyse de la fiabilité et des risques

   6.1 Analyse des séquences accidentelles

   6.2 Modélisation et analyse des conséquences

   6.3 Etudes de confinement (marges de sécurité et modes de défaillance)

ANNEXE B

DOMAINES DE RECHERCHES FRANCAISES EN SURETE NUCLEAIRE INCLUS DANS LES ECHANGES ET LA COOPERATION TECHNIQUE USNRC-CEA

1. THERMOHYDRAULIQUE (LOCA)

1.1. Essais de dépressurisation dans la boucle OMEGA

1.2. Essais d'écoulements critiques (SUPER MOBY DICK)

1.3. Expériences de renoyage (ERSEC)

1.4. Etude des mélanges eau vapeur (EPIS)

1.5. Dépressurisation d'une cuve à eau sous pression

1.6. Développement de modèles et de codes avancés pour l'étude des accidents de refroidissement dans les réacteurs à eau sous pression : Programme Général Coordonné.

1.7. Ecoulements de mélanges air-eau-vapeur (REBECA)

1.8. Etude de la condensation en régime transitoire d'un mélange air-vapeur sur un mur (ECOTRA)

1.9. Instrumentation des écoulements en double phase

2. COMBUSTIBLE

2.1. Programme PHEBUS

2.2. Dilatation diamètrale des gaines de zircaloy pendant un LOCA (EDGAR)

2.3. Caractérisation des relâchements de produits de fission issus de combustibles défectueux en fonctionnement normal

2.4. Caractérisation des relâchements de produits de fission issus du combustible en conditions de fonctionnement accidentelles (FLASH)

3. STRUCTURES ET COMPOSANTS

3.1. Fragilisation sous irradiation de l'acier des cuves

3.2. Comportement en fatigue des aciers

3.3. Programme d'examen non destructif par ultrasons

3.4. Evaluation des probabilités de défaillance des cuves de réacteurs à eau sous pression

3.5. Comportement local de murs en béton armé sous l'impact de projectiles

3.6. Qualification en conditions accidentelles des composants importants pour la sûreté : exigences de sûreté

3.7. Etudes de rupture de tuyauteries (AQUITAINE 2)

3.8. Essais des soupapes en conditions transitoires

3.9. Valeurs d'amortissement visqueux des structures et composants

4. AGRESSIONS EXTERNES

4.1. Explosions gazeuses

4.2. Séismes

5. SURETE EN FONCTIONNEMENT

5.1. Facteurs humains en situation de maintenance et de conduite

5.2. Utilisation des simulateurs liée à l'étude des moyens de diagnostic de situations accidentelles

6. EVALUATION DES RISQUES

6.1. Analyse séquentielle des accidents

6.2. Modélisation et analyse des conséquences

6.3. Etude du confinement (marges de sécurité et modes de défaillance)

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MEXICO

Plant Protection: Mediterranean Fruit Fly

Agreement signed at Mexico and Washington August 26 and September 17, 1980;
Entered into force September 17, 1980.

No. 12-16-5-2387

COOPERATIVE AGREEMENT

Between

SECRETARIA DE AGRICULTURA Y RECURSOS HIDRAULICOS

DE MEXICO

DIRECCION GENERAL DE SANIDAD VEGETAL

and

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE PROGRAMS

THIS AGREEMENT is made and entered into by and between the Secretaria de Agricultura y Recursos Hidraulicos de México, Dirección General de Sanidad Vegetal, hereinafter called the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine Programs, hereinafter called the Service.

WHEREAS, a Memorandum of Understanding was entered into between the parties hereto, on February 8, 1973,[1] covering cooperative efforts to protect crops from plant pest damage and plant diseases in the Republic of Mexico and in the United States of America, through the execution of cooperative programs; and

WHEREAS, due to increased activity related to the cooperative effort to halt the northward spread and dissemination of the Mediterranean Fruit Fly (Ceratitis Capitata Wied.) the 1973 Memorandum of Understanding was amended on July 15, 1976 and on August 17, 1978[1] to reflect this increased activity; and

WHEREAS, the objective of this Cooperative Agreement is largely to provide for a comprehensive survey and trapping program in the inaccessible areas of southern Mexico, and

WHEREAS, it has been determined by mutual agreement that a large survey program is necessary to provide accurate and early detections of possible infestations of the Mediterranean Fruit Fly in Mexico in otherwise inaccessible areas; and

WHEREAS, the Cooperator is equipped with or has access to facilities and has or can secure personnel and equipment mutually satisfactory to both parties for this work; and

WHEREAS, the service is responsible for measures to safeguard the United States against the entry of plant pests including Medfly and has agreed to cooperate in protecting Mexico and Central America from this pest;

[1] TIAS 8701 ; 28 UST 7004.

WHEREAS, it is the intention of the parties hereto that such cooperation covered by this agreement shall be for the mutual benefit of the people of Mexico and the United States;

NOW THEREFORE, for and in consideration of the promise and mutual covenants herein contained, the parties hereto do hereby mutually agree with each other as follows:

A. The Cooperator Agrees:

1. To obtain and furnish, the equipment and facilities which are mutually acceptable in order to conduct the activities covered by this Cooperative Agreement.

2. To provide transportation, necessary office or laboratory space, personnel, mutually acceptable rotor-wing aircraft, loading and other support equipment, laboratory equipment and clerical services as may be needed to carry out the terms of this agreement.

3. To submit to the Service's office in Monterrey, N. L. Mexico, as required, narrative and statistical reports on program progress and other activities as spelled out in the work plan. The following reports will serve as evidence of compliance with provisions of this agreement in order to permit certification for payment to the Cooperator:

   a. Flight sheets signed by an employee of the Cooperator, acting as an observer, which show tachometer hours on survey helicopter(s). These sheets should be accompanied by a properly executed invoice submitted by the Cooperator to the Service every two weeks.

   b. Written reports detailing the number of survey sites inspected, traps serviced, findings of survey and frequency of servicings of each site.

   c. Final settlement accounting showing various expenditures and the amount owed by the Service.

   d. Preapproved Detailed Work Plan.

   e. PPQ Form 136 Work Achievement Report.

   f. Detailed financial plan (pre-approved).

4. To secure maximum benefits to agriculture, the Cooperator is encouraged to immediately release for in-Country use, all or any part of the information obtained, subject to the provisions as outlined in section C.12 of this agreement.

B. The Service Agrees:

1. To designate a member of its staff to coordinate, the cooperative effort, serve on a planning and review committee, provide technical advice to the Cooperator,

and serve as the certifying official for the Service on all invoices submitted for payment by the Cooperator.

2. To provide special training for employees assigned to this project, when required and agreeable to the Cooperator.

3. To provide funds to the Cooperator in an amount not to exceed $150,000 U.S. dollars during fiscal year 1980, and in an amount to be mutually agreed upon during each succeeding fiscal year that this agreement may be renewed. Payments by the Service to the Cooperator will be processed biweekly upon receipt of a properly certified invoice or itemized voucher to be prepared by the Cooperator and submitted to the Service for certification. Payments will be authorized upon receipt and acceptance of the reports required under Paragraph A.3 of this agreement.

   In the event the costs of the program under this agreement are increased or decreased, the total contribution of the Service may be adjusted as mutually agreed upon in advance by the parties hereto in writing, and dependent upon appropriation of funds by Congress.

4. To provide necessary trapping materials delivered to mutually agreeable sites.

C. It is Mutually Understood and Agreed That:

1. The Cooperating parties will develop and furnish a mutually satisfactory work plan for this Mediterranean Fruit Fly Survey activity which will outline overall plans for carrying out and funding this program in accordance with established standards and to the satisfaction of the Cooperator and the Service. All parties to this Cooperative Agreement will cooperate to the best interest of the agricultural producers and the general public of the countries of Mexico and the United States and the Mediterranean Fruit Fly program.

2. The provisions of this Agreement will not replace activities that are now being conducted by the Cooperator or the Service but will supplement those activities and increase the program benefits to all parties.

3. The employee or employees responsible for this work will remain under the supervision of the Cooperator or the Service, respectively and be subject to their rules and regulations.

4. The designated Service employees will serve on a planning and review comittee. A meeting of the committee may be called by any comittee member. It should convene at least once every 4 weeks. Written reports of committee discussions and/or decisions will be submitted immediately to both parties of this agreement.

5. Checks covering payment under this agreement will be drawn in the name of the Cooperator unless a written request from the Cooperator accompanies the billing, requesting for purposes of check identification, that such checks also include the name of a particular department of the Cooperator's organization.

If further check identification is needed, the Cooperator may (1) number his invoice and request that it be shown on the check or (2) request that the agreement number cited on the invoice be shown on the check.

6. That the Comptroller General of the United States or any of his duly authorized representatives of the United States Department of Agriculture shall, until expiration of 3 years after final payment under this agreement, have access to and the right to examine pertinent books, documents, papers, and records of the Cooperator involving transactions related to this agreement. This same right is extended identically to the Secretary of State and to the Agencies of the Secretaria de Agricultura y Recursos Hidraulicos de Mexico involved in the management of funds.

7. No member of or delegate to the U. S. Congress, Resident Commissioner, or Mexico Parliamentary officials shall be admitted to any share or part of this agreement or to any benefit to arise therefrom; unless it be made with a corporation for its general benefit.

8. The Service will not provide reimbursement to the Cooperator for any nonexpendable equipment without specific prior written authorization from the Service's designated representative. Nonexpendable equipment purchased from Cooperator's funds shall remain the property of the Cooperator subject to its disposition. Likewise, nonexpendable equipment purchased from funds provided by the Service shall remain the property of the Service, subject to its disposition.

9. The Service shall not provide reimbursement to the Cooperator for any capital improvements made during the effective period of this agreement.

10. Financial responsibility to be assumed by each party shall be subject to appropriation of funds available to legally cover Program expenses.

11. The results of the work herein outlined may be published jointly by the Cooperator and the Service, or by either party and shall be submited to the other party for suggestions and approval prior to publication. In the event of disagreement, either party may publish results on its own responsibility, giving proper acknowledgment of cooperation.

12. The patent provision applicable to this agreement, shall be in accordance with Exhibit A, attached hereto and made a part thereof.

13. To provide for the protection and enhancement of environmental quality in furtherance of the purpose and policy of the national environmental policy act of 1969.[1]

14. The Service will not assume any responsibility whatsoever for loss or damage of equipment owned or operated by the Cooperator, his agents, or employees or contractors or for injury to or death of his agents, employees or contractors. The Cooperator will hold and save the Service, its officers, agents, servants,

[1] 83 Stat. 852; 42 U.S.C. § 4321.

and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances, used in the performance of this contract, including their use by the Service unless otherwise specifically stipulated in the contract. The Cooperator will be responsible for any negligent or wrongful acts or omissions on the Cooperators, his employees, agents, or contractors and employees or agents of the Contractor"s" incident to the performance of this agreement. The Cooperator will hold and save the service harmless from all liability for any death or damage to all persons under this contract as provided under the federal employees compensation act or to real or personal property which results from the operation of or incident to, equipment furnished by the Cooperator. The Cooperator will be liable for all costs whether or not the Service is party to judgment. The Cooperator will not be responsible for any negligent or wrongful acts or omissions of the U. S. Department of Agriculture or its employees.

15. This agreement shall become effective upon date of final signature and shall continue for a period as might be extended by mutual agreement. However, the Service's' obligation under Paragraphs B. 1, B.2, and B.3 are contingent upon passage of an appropriation by Congress from which expenditures legally may be met and shall not obligate the Service in the event Congress fails to so appropriate. Further, this agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 30 days notice in writing to the other party.

Secretaria de Agricultura y Recursos Hidraulicos
de Mexico
Direccion General de Sanidad Vegetal

Ago 26/80
Date

[1]

E[1] Director General

United States Department of Agriculture
Animal and Plant Health Inspection Service

9/17/80
Date

[2]

Acting Administrator

[1] J. Gutierrez Samperio.
[2] Robert Buchanan.

EXHIBIT A

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

PATENT PROVISION

Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator, the Government shall receive an irrevocable, nonexclusive, royalty-free license under the patent; throughout the world, to practice the invention for all governmental purposes, and, provided further, that nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent, provided, that, where the assignment is to the Government, it shall be of the domestic patent rights. Where the domestic patent rights are so assigned, the United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent which may issue thereon in any foreign country, including the power to issue sublicenses for use in behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense American licensees under Government-owned United States patents to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or his foreign assignee. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively, provided, that in the event the invention is made solely by an employee or employees of the cooperator, the cooperator shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, world-wide, royalty-free license for the Government, for all governmental purposes, and provided further, in the event the invention is made solely by an employee or employees of the cooperator, that unless the cooperator or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a nonexclusive, royalty-free basis.

APHIS FORM 18
JUNE 1972

UNITED STATES DEPARTMENT OF AGRICULTURE

EQUAL OPPORTUNITY

EXHIBIT B

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965,[1] and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

FORM AD-369 (REV. 11-68)
FPR (41 CFR) 1-12.803-2

[1] 30 Fed. Reg. 12319.

AD-4.9 CONTINUED

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever the words contract and contractor appear in this document, it is understood they mean cooperative agreement and cooperator, respectively.

Paragraphs (a) and (b) are amended to include "age" as a nondiscriminating factor.

FORM AD-369 (REV. 11-68) Reverse

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty and the US–IAEA Safeguards Agreement of November 18, 1977

Protocol suspending the agreement of July 11, 1969.
Signed at Vienna September 23, 1980;
Entered into force September 23, 1980.
With exchange of letters.

PROTOCOL TO SUSPEND THE APPLICATION OF SAFEGUARDS PURSUANT TO THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF PORTUGAL AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE TREATY ON THE NON-PROLIFERATION OF NUCLEAR WEAPONS AND TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN THE UNITED STATES OF AMERICA, APPROVED BY THE BOARD OF GOVERNORS OF THE INTERNATIONAL ATOMIC ENERGY AGENCY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of Portugal (hereinafter referred to as "Portugal"), and the Government of the United States of America (hereinafter referred to as the "United States");

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the agreement between the International Atomic Energy Agency, the Government of Portugal and the Government of the United States of America for the application of safeguards, signed on 11 July 1969 [1] (hereinafter referred to as the "Safeguards Transfer Agreement") to material, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of Portugal concerning civil uses of atomic energy, signed on 16 May 1974 [2] (hereinafter referred to as the "Agreement for Co-operation"), to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that Portugal, as a non-nuclear-weapon State party to the Treaty on the Non-Proliferation of Nuclear Weapons [3] (hereinafter referred to as the "Treaty") has concluded with the Agency an agreement [4] for the application of safeguards in connection with the Treaty pursuant to paragraph 4 of Article III of the Treaty (hereinafter referred to as the "Treaty Safeguards Agreement");

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that, under Article X of the Agreement for Co-operation, Portugal has guaranteed that no material, including equipment and devices, transferred to Portugal or authorized persons under its jurisdiction pursuant to the Agreement for Co-operation and no special nuclear material produced through the use of such material, equipment and devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose;

HAVE AGREED:

1. The Treaty Safeguards Agreement shall be applied as therein provided and the application of safeguards in Portugal pursuant to the Safeguards Transfer Agreement shall be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.

2. The Agreement between the International Atomic Energy Agency and the Government of the United States of America for the application of safeguards in the United States of America [5] (hereinafter referred to as the "US-IAEA Safeguards Agreement"), which was

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[1] TIAS 6718; 20 UST 2564.
[2] TIAS 7844; 25 UST 1125.
[3] Done July 1, 1968. TIAS 6839; 21 UST 483.
[4] Signed Aug. 7, 1978. IAEA Doc. INFCIRC/272, Nov., 1979.
[5] Done Nov. 18, 1977. Entered into force Dec. 9, 1980. TIAS 9889; *ante*, p. 3069.

approved by the Board of Governors of the Agency on 17 September 1976, shall be applied as therein provided, when it enters into force, and the application of safeguards in the United States of America pursuant to the Safeguards Transfer Agreement shall be suspended during the time and to the extent that the US-IAEA Safeguards Agreement is in force and safeguards specified therein are being applied by the Agency.

3. In the event that Portugal intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use nuclear material required to be safeguarded under that agreement in a military activity not proscribed by the Treaty, Portugal will satisfy the Agency and the United States that such material is not subject to the guarantees made by Portugal in Article X of the Agreement for Co-operation. Moreover, Portugal will satisfy the United States that no material, including equipment and devices, transferred to Portugal under the Agreement for Co-operation will be involved in such use.

4. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Portugal and the United States.

DONE in Vienna on the twenty-third day of September 1980 in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Sigvard Eklund [1]

For the GOVERNMENT OF PORTUGAL:

António Novais Machado [2]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Gerard C. Smith [3]

[SEAL]

[1] Sigvard Eklund.
[2] Antonio Novais Machado.
[3] Gerard C. Smith.

[EXCHANGE OF LETTERS]

MISSÃO PERMANENTE DE PORTUGAL
JUNTO DA AGÊNCIA INTERNACIONAL
DE ENERGIA ATÓMICA
VIENA

23rd September 1980

To:
The Honorable Gerard C. Smith
United States Representative to the
International Atomic Agency

Dear Mr. Ambassador,

I have the honor to refer to the "Protocol to Suspend the Application of Safeguards Pursuant to the Agreement between the International Energy Agency, the Government of Portugal and the Government of the United States of America for the Application of Safeguards and Providing for the Application of Safeguards pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons and to the Agreement between the United States of America and the International Atomic Agency for the Application of Safeguards in the United States of America, approved by the Board of Governors of the International Atomic Energy Agency", which was concluded on the 23rd September between the International Atomic Energy Agency, Portugal and the United States of America.

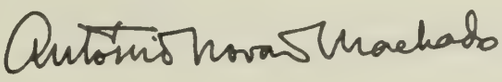
It is the view of my Government that the agreement between Portugal and the International Atomic Energy Agency for the Application of Safeguards pursuant to the Treaty on the Non-Proliferation of nuclear weapons ("Treaty Safeguards Agreement") constitutes an agreement of the kind referred to

in Article XII.B. of the Agreement for Cooperation between the Government of Portugal and the Government of the United States of America concerning civil uses of atomic energy, signed on 16 May 1974, as amended ("Agreement for Cooperation") and that the safeguards rights accorded to the Government of the United States of America by Article XI of the Agreement for Cooperation are deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and the safeguards provided therein are being by the Agency.

It would be appreciated if your Government would confirm that it shares this view.

I also wish to take this opportunity to reaffirm the mutual understanding of the Government of Portugal and the Government of the United States of America that the uses precluded by Article X of the Ag eement for Cooperation include use for any nuclear explosive device or for research on or development of any nuclear explosive device.

Sincerely,



September 23, 1980

Dear Mr. Ambassador:

I have the honor to acknowledge your letter dated September 23, 1980 concerning the Suspension Protocol which was signed today by representatives of the Governments of Portugal and the United States and the IAEA. I have been requested to confirm that the United States Government shares the views expressed in the aforementioned letter.

Sincerely,

Gerard C. Smith

Gerard C. Smith

The Honorable
Antonio Novais Machado
Ambassador of Portugal

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty and the US–IAEA Safeguards Agreement of November 18, 1977

Protocol suspending the agreement of February 28, 1972.
Signed at Vienna September 23, 1980;
Entered into force September 23, 1980.
With exchange of letters.

PROTOCOL TO SUSPEND THE APPLICATION OF SAFEGUARDS PURSUANT TO THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF SWITZERLAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS AND PROVIDING FOR THE APPLICATION OF SAFEGUARDS PURSUANT TO THE TREATY ON THE NON-PROLIFERATION OF NUCLEAR WEAPONS AND PURSUANT TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR THE APPLICATION OF SAFEGUARDS IN THE UNITED STATES OF AMERICA, APPROVED BY THE BOARD OF GOVERNORS OF THE INTERNATIONAL ATOMIC ENERGY AGENCY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"), the Government of Switzerland (hereinafter referred to as "Switzerland"), and the Government of the United States of America (hereinafter referred to as the "United States"):

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the agreement between the International Atomic Energy Agency, the Government of Switzerland and the Government of the United States of America for the application of safeguards, signed on 28 February 1972 [1] (hereinafter referred to as the "Safeguards Transfer Agreement") to material, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of Switzerland concerning civil uses of atomic energy, signed on 30 December 1965, as amended on 2 November 1973 [2] (hereinafter referred to as the "Agreement for Co-operation"), to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that Switzerland, as a non-nuclear-weapon State party to the Treaty on the Non-Proliferation of Nuclear Weapons [3] (hereinafter referred to as the "Treaty") has concluded with the Agency an agreement [4] for the application of safeguards in connection with the Treaty pursuant to paragraph 4 of Article III of the Treaty (hereinafter referred to as the "Treaty Safeguards Agreement");

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that, under Article IX of the Agreement for Co-operation, Switzerland has guaranteed that no material, including equipment and devices, transferred to Switzerland or authorized persons under its jurisdiction pursuant to the Agreement for Co-operation and no special nuclear material produced through the use of such material, equipment and devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose;

HAVE AGREED:

1. The Treaty Safeguards Agreement shall be applied as therein provided and the application of safeguards in Switzerland pursuant to the Safeguards Transfer Agreement shall be suspended during the time that the Treaty Safeguards Agreement is in force and safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.

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[1] TIAS 7294; 23 UST 184.
[2] TIAS 6059, 7773; 17 UST 1004; 25 UST 19.
[3] Done July 1, 1968. TIAS 6839; 21 UST 483.
[4] IAEA doc. INFCIRC/264, Nov., 1978.

2. The Agreement between the International Atomic Energy Agency and the Government of the United States of America for the application of safeguards in the United States of America [1] (hereinafter referred to as the "US-IAEA Safeguards Agreement"), which was approved by the Board of Governors of the Agency on 17 September 1976, shall be applied as therein provided, when it enters into force, and the application of safeguards in the United States of America pursuant to the Safeguards Transfer Agreement shall be suspended during the time and to the extent that the US-IAEA Safeguards Agreement is in force and safeguards specified therein are being applied by the Agency.

3. In the event that Switzerland intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use nuclear material required to be safeguarded under that agreement in a military activity not proscribed by the Treaty, Switzerland will satisfy the Agency and the United States that such material is not subject to the guarantees made by Switzerland in Article IX of the Agreement for Co-operation. Moreover, Switzerland will satisfy the United States that no material, including equipment and devices, transferred to Switzerland under the Agreement for Co-operation will be involved in such use.

4. This Protocol shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of Switzerland and the United States.

DONE in Vienna this twenty-third day of September 1980 in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Sigvard Eklund [2]

For the GOVERNMENT OF SWITZERLAND:

J. A. Iselin [3]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Gerard C. Smith [4]

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[1] Done Nov. 18, 1977. Entered into force Dec. 9, 1980. TIAS 9889; *ante*, p. 3059.

[2] Sigvard Eklund.

[3] J. A. Iselin.

[4] Gerard C. Smith.

[EXCHANGE OF LETTERS]

PERMANENT MISSION OF SWITZERLAND TO THE
INTERNATIONAL ORGANIZATIONS IN VIENNA

Vienna, September 23, 1980

Dear Mr. Ambassador,

I have the honour to refer to the "Protocol to Suspend the Application of Safeguards Pursuant to the Agreement between the International Atomic Energy Agency, the Government of Switzerland and the Government of the United States of America for the Application of Safeguards and Providing for the Application of Safeguards pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons and pursuant to the Agreement between the United States of America and the International Atomic Energy Agency for the Application of Safeguards in the United States of America, approved by the Board of Governors of the International Atomic Energy Agency", which was concluded today between the International Atomic Energy Agency, Switzerland and the United States of America.

It is the view of my Government that the protocol constitutes an agreement of the kind referred to in the second sentence of Article XI.A. of the Agreement for Cooperation between the Government of Switzerland and the Government of the United States of America, concerning civil uses of atomic energy,

The Honorable
Gerard C. Smith
United States Representative to the
International Atomic Energy Agency

V i e n n a

signed on 30 December 1965, as amended ("Agreement for Cooperation") and that the safeguards rights accorded to the Government of the United States of America by Article X of the Agreement for Cooperation are deemed to be suspended during the time that the safeguards referred to therein are being applied by the International Atomic Energy Agency.

It would be appreciated if your Government would confirm that it shares this view.

I also wish to take this opportunity to reaffirm the mutual understanding of the Government of Switzerland and the Government of the United States of America that the uses precluded by Article IX of the Agreement for Cooperation include use for any nuclear explosive device or for research on or development of any nuclear explosion device.

Sincerely,
THE RESIDENT REPRESENTATIVE

Jürg A. Iselin

Jürg A. Iselin
Ambassador of Switzerland

September 23, 1980

Dear Mr. Ambassador:

I have the honor to acknowledge your letter dated September 23, 1980 concerning the Suspension Protocol which was signed today by representatives of the Governments of Switzerland and the United States and the IAEA. I have been requested to confirm that the United States Government shares the views expressed in the aforementioned letter.

Sincerely,

Gerard C. Smith

Gerard C. Smith

The Honorable
Jurg A. Iselin
Ambassador of Switzerland

TURKEY

Cooperation on Defense and Economy

Agreement signed at Ankara March 29, 1980;
Entered into force provisionally March 29, 1980;
Entered into force definitely December 18, 1980.
With supplementary agreements and related note.

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AGREEMENT FOR COOPERATION ON DEFENSE AND ECONOMY BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE REPUBLIC OF TURKEY IN ACCORDANCE WITH ARTICLES II AND III OF THE NORTH ATLANTIC TREATY

The Governments of the United States of America and of the Republic of Turkey,

Reaffirming their devotion to the aims and principles of the United Nations Charter,[1]

Recognizing that the relationship and cooperation between them rest on the principles of democracy, human rights, justice and social progress,

Expressing their desire to maintain the security and independence of their respective countries and to increase the standard of living of their peoples,

Recognizing that cooperation in the fields of economy and defense, as in all other fields, is based on full respect for the sovereignty of the Parties,

Expressing their willingness to continue their economic and related scientific and technological cooperation both bilaterally and as members of the North Atlantic Treaty Organization and to enhance their defense cooperation as partners within the framework of the North Atlantic Treaty,[2]

Reaffirming their determination to contribute to the strengthening of world peace,

Taking into account the principle that the maintenance of an adequate defense posture is an important element for the preservation of world peace and stability,

Expressing their faith in the acceleration of disarmament efforts and their mutual desire to contribute to this process,

Acting on the basis of their continuing friendship and in recognition of their obligations to the security and defense of the North Atlantic Treaty area and pursuant to Articles II and III of the North Atlantic Treaty,

Have entered into the following Agreement:

ARTICLE I

On the basis of sovereign equality and mutual interest, the Parties shall maintain cooperation so as to foster their economic and social development.

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[1] Signed June 26, 1945. TS 993; 59 Stat. 1031.
[2] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241.

For this purpose, the Parties shall maintain and develop close cooperation between them comprising economic, defense and related scientific and technical fields.

The Governments of the United States of America and the Republic of Turkey shall continuously review their cooperation in all these fields and identify and implement appropriate measures for developing it.

For these purposes consultations shall be held, the level and date of which shall be as mutually agreed between the two Governments.

ARTICLE II

Recognizing the interrelationship of economic and defense matters and the fact that a sound defense rests on a sound economy and in order to assist each other to fulfill their mutual responsibilities as members of the North Atlantic Treaty Organization, the Parties, as envisaged in Article II of the North Atlantic Treaty, will exert maximum efforts to develop economic cooperation, including commercial, economic, industrial, scientific and technological relations, between the two Countries.

For this purpose, the Government of the United States will exert its best efforts to provide mutually agreed financial and technical assistance to Turkey's development efforts.

ARTICLE III

For the purpose of strengthening the mutual security cooperation between the two Governments within the framework of Article III of the North Atlantic Treaty, the Government of the United States shall use its best efforts to provide the Government of the Republic of Turkey with defense equipment, services and training in accordance with programs to be mutually agreed upon. The cooperation in this field shall be carried out in accordance with Supplementary Agreement Number 1 on Defense Support.

ARTICLE IV

In the furtherance of the spirit of Article II of this Agreement and in recognition of the mutual benefits to be achieved by both Parties, the Governments of the United States of America and the Republic of Turkey shall seek opportunities to cooperate in the production and purchasing of appropriate defense material. Both Parties will undertake to encourage joint investment in the above areas of economic and defense cooperation.

For this purpose the Government of the United States shall assist the Government of the Republic of Turkey in mutually agreed efforts aimed at enhancing the production, maintenance, repair and modernization of defense material and equipment in Turkey and will encourage new defense production projects and two-way trade in defense material.

This cooperation shall be carried out in accordance with Supplementary Agreement Number 2 on Defense Industrial Cooperation.

ARTICLE V

1. The Government of the Republic of Turkey authorizes the Government of the United States to participate in joint defense measures at specified Turkish Armed Forces installations.

2. The activities and technical operations of the installations shall be conducted in accordance with mutually agreed purposes and programs.

3. The "Agreement Between The Parties To The North Atlantic Treaty Regarding The Status Of Their Forces" dated June 19, 1951,[1] shall apply to the force and civilian component of the United States of America and their dependents assigned or stationed in the territory of the Republic of Turkey for the purposes of this Agreement.

4. The extent of the defense cooperation envisaged in this Agreement shall be limited to obligations arising out of the North Atlantic Treaty.

5. This cooperation shall be carried out in accordance with Supplementary Agreement Number 3 on Installations.

ARTICLE VI

Taking into consideration the sovereign equality of the Parties and for the purpose of carrying out the provisions of the Agreement and its Supplementary Agreements on the basis of reciprocity, the Parties agree that:

A. The Government of the Republic of Turkey may maintain a military liaison office within its Embassy in the United States to carry out liaison with appropriate authorities of the Government of the United States on questions regarding the exchange of information, cooperation and other defense matters of mutual concern, including security assistance and other related subjects.

B. Likewise, the Government of the United States may maintain its organization in Turkey to carry out similar functions with appropriate authorities of the Government of the Republic of Turkey.

ARTICLE VII

1. This Agreement and the Supplementary Agreements annexed to it shall be valid for a period of 5 years. Unless one of the Parties notifies the other Party of the termination of this Agreement three months in advance of the end of this initial 5-year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon 3 months notice prior to the end of each subsequent year.

2. Should disagreement arise from the interpretation or implementation of this Agreement or of the Supplementary Agreements, the

[1] TIAS 2846, 5351, 7759; 4 UST 1792; 14 UST 531; 24 UST 2355.

Parties shall begin consultations immediately in order to resolve the matter.

3. Either Party may propose, should it find necessary, in writing the amendment or revision of this Agreement or any of the Supplementary Agreements. In this case, consultations shall begin immediately. If no result is reached in three months, either Party may terminate the Agreement or the Supplementary Agreement in question upon notice in writing of 30 days.

4. In the event that one of the Parties concludes that the other Party is not complying or is unable to comply with the provisions of this Agreement or its Supplementary Agreements, it may propose, in writing, consultations, which will begin immediately. If no result is reached within 30 days, either Party may terminate upon notice in writing of 30 days this Agreement or any of the Supplementary Agreements without prejudicing the validity of this Agreement.

ARTICLE VIII

This Agreement and the Supplementary Agreements annexed to it shall come into effect on the date of exchange of notes in accordance with respective legal procedures.[1]

ARTICLE IX

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

H ERKMEN

Hayrettin Erkmen
Minister of Foreign Affairs

[1] Nov. 18, 1980.

Supplementary Agreement Number 1 Between the Governments of the United States of America and of the Republic of Turkey on Defense Support

ARTICLE I

Pursuant to Article III of the Agreement for Cooperation on Defense and Economy Between the Governments of the United States of America and of the Republic of Turkey, the Government of the United States recognizes the needs of the Turkish Armed Forces for a modernization and maintenance program. With a view toward enhancing the confidence and cooperation between the two Governments, the Government of the United States is committed to use its best efforts to provide defense support (defense materials, services and training) for the Government of the Republic of Turkey and to provide on the best terms as may be possible, military assistance to the Government of the Republic of Turkey in order to achieve the objectives of its modernization and maintenance program, which includes a Five-Year Procurement Program.

ARTICLE II

The Parties, bearing in mind that long-term defense planning is an indispensable element of military force planning and modernization, shall establish a Joint Turkish-United States Defense Support Commission in Ankara, hereinafter called the Joint Commission, in order to facilitate the most effective application of such resources as may be available to the Government of the Republic of Turkey for meeting its defense support requirements from United States sources.

ARTICLE III

The Joint Commission will be composed of senior Turkish and United States representatives and be headed by two codirectors, one from each country, having General/Flag rank.

The working procedures and administrative arrangements of the Joint Commission shall be further detailed by mutual agreement. Such procedures and arrangements will indicate that the Joint Commission will supplement existing lines of communication and coordination between the military organizations of both countries.

ARTICLE IV

Based on the list of defense articles prepared by the Turkish authorities in consideration of the assigned NATO missions of the Turkish Armed Forces, the Joint Commission will:

A. Develop recommendations for the orderly implementation of a Rolling Five-Year Procurement Program taking into considera-

tion the price and availability of alternative defense articles, especially the prospects for obtaining them through grant assistance, from excess stocks, by loan or lease, through military assistance recipient third country transfers, and by all other possible means.

B. Prepare an annual acquisition program based on the Rolling Five-Year Procurement Program and consistent with the fiscal planning data provided by the Government of the Republic of Turkey with due regard for the levels of military assistance it concludes might be available from United States sources.

C. Recommend and support the implementation of the Annual Acquisition Program based upon the Rolling Five-Year Procurement Program, including annual amounts of military assistance from the United States, with the appropriate authorities of both Governments.

ARTICLE V

To implement the Rolling Five-Year Procurement Program as recommended by the Joint Commission, the Government of the United States will seek to provide excess defense articles and to loan and lease defense equipment. The Government of the United States shall provide military assistance to the Government of the Republic of Turkey subject to the annual authorizations and appropriations contained in the United States Security Assistance Legislation. In addition, both Governments will cooperate in efforts to encourage other NATO allies to contribute to the fulfillment of this Rolling Five-Year Defense Plan.

ARTICLE VI

The cost of defense articles and services, whether acquired by cash payment or through Foreign Military Sales Credits, shall be at the lowest possible price permitted by applicable United States legislation.

ARTICLE VII

The Government of the United States shall give high priority to the delivery of defense articles to the Government of the Republic of Turkey.

ARTICLE VIII

This Supplementary Agreement shall be valid for a period of five years from the date of its entry into force. Unless one of the Parties notifies the other Party of the termination of this Agreement three months in advance of the end of this initial five-year period, it will continue to be in effect from year-to-year until terminated by agreement of the Parties or by either Party upon three months' notice prior to the end of each subsequent year.

ARTICLE IX

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

H ERKMEN

Hayrettin Erkmen
Minister of Foreign Affairs

Supplementary Agreement Number 2 Between the Governments of the United States of America and of the Republic of Turkey on Defense Industrial Cooperation

The Governments of the United States of America and of the Republic of Turkey,

Desiring to strengthen their respective defense capabilities as well as those of the North Atlantic Alliance as a whole through efficient cooperation in the fields of research, development, production, procurement and logistic support,

Recognizing that increased defense production capability is an integral part of a strong defense effort,

Having regard to the fact that an essential security relationship is supported by harmonious economic relations,

Bearing in mind the increasing impact of the economy and the application of new technologies on defense matters,

Taking into consideration the efforts of the NATO countries to develop and maintain an advanced industrial and technological capability and to achieve a more rational use of available resources, the standardization and interoperability of equipment and services, increased exchange of information, and better coordinated procurement policies, have agreed as follows:

ARTICLE I

1. The Government of the United States of America and the Government of the Republic of Turkey will cooperate in order to increase their defense equipment production and maintenance capabilities and to enable their armed forces to acquire more economically and efficiently modern armaments and equipment needed for self and common defense.

2. To this end, both Governments will seek to facilitate the mutual flow of defense procurement and technological know-how in the field of defense. They will also seek to provide opportunities to compete for procurement of defense equipment and services and to promote and facilitate the co-production of defense equipment and cooperation in defense research and development and to expand programs of data exchange in defense technologies.

3. This Supplementary Agreement covers areas of possible bilateral cooperation in research, development, production, procurement and logistic support of conventional defense equipment. Measures taken under this Supplementary Agreement shall complement or be consistent with the work of the Conference of National Armament Directors (CNAD), the Independent European Program Group (IEPG), and the Senior NATO Logisticians Conference (SNLC).

They therefore agree that, in the event of a possible conflict between agreements entered into between the IEPG and the Government of the United States, and this Supplementary Agreement, the Parties hereto will consult with a view to amending this Agreement.

4. The two Governments will, consistent with their relevant laws and regulations, give the fullest consideration to all requests for cooperative research and development, and to all requests for production and procurement intended to enhance the standardization and/or interoperability of equipment and services within the Alliance.

5. Each Government shall normally use competitive contracting procedures in acquiring items of defense equipment developed or produced in the other's country.

6. The two Governments shall agree upon detailed procedures to implement this Agreement. These procedures will incorporate the following:

A. Offers or proposals will be evaluated without applying price differentials under "Buy National" laws and regulations and without applying the cost of import duties;

B. Full consideration will be given to all qualified industrial and governmental resources in each country;

C. Offers or proposals will be required to satisfy the applicable requirements of the purchasing Government for performance quality, delivery and costs.

7. Any item to be excluded from consideration of reciprocal defense procurement under this Supplementary Agreement for reasons of protecting national defense requirements should be identified as soon as possible in lists drawn up by the Turkish Ministry of National Defense and the Office of the U.S. Secretary of Defense for their respective countries. These lists will be kept under review and may be modified only at this level.

8. Each Government will ensure that Technical Data Packages (TDP's) made available under this Supplementary Agreement are not used for any purpose other than for bidding on and performing a prospective defense contract, without the prior agreement of those owning or controlling proprietary rights and that full protection shall be given to such proprietary rights, or to any privileged, protected, or classified data and information contained in TDP's. In no event shall the TDP's be transferred to a third country or any other transferee without the prior written consent of the originating Government.

9. Third party transfer of defense articles or technical data made available under this Supplementary Agreement and of defense articles produced with such data will be subject to the agreement of the Government that made available the defense articles or technical data, except as otherwise agreed.

10. At the request of the purchasing Government, arrangements and procedures will be established concerning follow-on logistic support

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for items of defense equipment purchased pursuant to this Supplementary Agreement. Both Governments will make their defense logistic systems and resources available for this purpose as required and mutually agreed.

ARTICLE II

1. The Government of the United States will furnish the Government of the Republic of Turkey such assistance as may be mutually agreed upon in light of the latter's priorities for the production, maintenance, repair and overhaul of defense equipment and materials, including arms and ammunition.

2. Mutually agreed defense production projects will be designed to constitute an increment to the production capabilities of Turkish industry. Such projects may be carried out solely by Turkey, as joint United States-Turkish projects of coordinated production, or as multilateral projects with the participation of other NATO and friendly countries.

ARTICLE III

Each Government will permit the importation and exportation, free from customs duties and taxes or similar charges, of equipment and materials sent to its country for maintenance, repair or overhaul pursuant to this Agreement.

ARTICLE IV

1. The Government of the United States will provide to the Government of the Republic of Turkey, or assist the Government of the Republic of Turkey in obtaining wherever possible at no cost, or, on terms no less favorable than those extended by the Government of the United States to any other NATO country, industrial property rights for the purpose of promoting the defense equipment production and enhancing the rationalization, standardization and interoperability of equipment and services of the NATO Alliance.

2. The Government of the United States will waive its reimbursement claims from the Government of the Republic of Turkey, to the extent possible and on a reciprocal basis, with respect to research and development costs and nonrecurring production costs.

ARTICLE V

1. Each Government will call this Supplementary Agreement to the attention of relevant industries within its territory and will provide appropriate implementing guidance. Both Governments will take all necessary steps to ensure that industries comply with regulations pertaining to security and to the safeguarding of classified information.

2. Implementation of this Supplementary Agreement will involve full industrial participation. Accordingly, the Governments will inform their respective procurement and requirements offices of the principles and objectives of this Supplementary Agreement.

ARTICLE VI

1. To the extent that any items, plans, specifications, or information furnished in connection with the implementation of this Supplementary Agreement are classified by the furnishing Government for security purposes, the other Government shall maintain a similar classification and employ security measures equivalent to those employed by the classifying Government.

2. Information provided by either Government to the other on condition that it remain confidential shall either remain in its original classification, or be assigned a classification that ensures protection against disclosure equivalent to that required by the other Government. To assist in providing the desired protection, each Government will mark such information furnished with a legend indicating the origin of the information, that the information relates to this Supplementary Agreement, and that the information is furnished in confidence.

ARTICLE VII

This Agreement shall be implemented in accordance with mutually agreed programs. To this end, the two Governments, acting through their competent authorities will enter into implementing agreements. The two Governments will seek ways to implement these programs and projects, identified in an Annex to this Agreement, at the lowest possible cost to Turkey.

ARTICLE VIII

1. This Supplementary Agreement shall have an initial term of five years, and shall remain in force from year to year thereafter unless terminated. The Agreement shall be terminated at the end of its initial term or of an annual extension if either Party gives the other Party written notice of its intent to terminate it at least 90 days prior to the end of the term.

2. Should disagreement arise from the interpretation or implementation of this Agreement, the Parties shall consult in order to resolve the matter promptly.

3. Either Party may propose in writing the revision or amendment of this Agreement. In such a case, consultations shall begin immediately. If no result is reached in three months, either Party may terminate the Agreement upon 30 days notice in writing.

ARTICLE IX

Should the implementation of the contracts signed within the framework of this Supplementary Agreement not be completed at the time the present Agreement is terminated, provisions of this Agreement shall continue to cover said contracts until they are completed. Should this Agreement be terminated, Article I, Paragraphs 8 and 9, and Article VI will continue in force for those materials and data which were provided during the life of the Agreement.

ARTICLE X

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

H ERKMEN

Hayrettin Erkmen
Minister of Foreign Affairs

Annex to Supplementary Agreement Number 2 Between the Governments of the United States of America and of the Republic of Turkey on Defense Industrial Cooperation

Projects presently under consideration:

A. Production of Anti-Armor Ammunition:

A separate production line is required to manufacture armor piercing ammunition. The objective of this project is to gain the capability of producing hollow-charge and hard-core ammunition for existing weapons in the Turkish Armed Forces and for more modern types of weapons.

B. Production of Fuses:

New facilities are required to produce various types of fuses. The objective of this project is to increase existing production capability by obtaining new technology and equipment to produce fuses for artillery ammunition, rocket and missile warheads, and various bombs and mines.

C. Production of Propellant Powders and Explosives:

An increase in production capacity of propellant powders is required. The objective of this project is to produce various kinds of propellant powders and high explosives to support artillery ammunition and rocket warhead production programs.

D. Production of Various Kinds of Rockets:

The existing manufacturing facilities are required to be supplemented by equipment and production know-how in order to produce various kinds of rockets. The objective of this project is to manufacture and supply rocket-type ammunition and rocket-assisted equipment for the requirements of the Turkish Army.

E. Improvement of Aircraft Rebuild Capabilities and Improvement of Facilities:

In order to improve the rebuild capability of existing aircraft in the Turkish Air Force, the development of plans and programs is required. The objective of this project is to be a complete and self-sufficient rebuild capability of engine, body, avionics and other electronic equipment for the existing aircraft, including F–4 Phantoms.

F. Building a Modern Frigate and Improvement of Overhauling Capability:

The program of building a modern frigate suitable for Turkish Navy requirements is to be pursued. In parallel with the construction activity the overhauling capability of Golcuk shipyard is to be improved.

G. Tank Upgrading Program:

The objective of this project is to convert existing M48 tanks into M48A3 and/or M48A5 versions, including Turkish production of various primary components

Supplementary Agreement Number 3 Between the Governments of the United States of America and of the Republic of Turkey on Installations

ARTICLE I

1. Pursuant to Article V of the Agreement for Cooperation on Defense and Economy between the Governments of the United States of America and of the Republic of Turkey, the Government of the Republic of Turkey authorizes the Government of the United States to participate in joint defense measures at the following Turkish Armed Forces Installations:

— Sinop (electromagnetic monitoring)
— Pirinclik (radar warning space monitoring)
— Incirlik (air operations and support)
— Yamanlar (Izmir), Sahintepe (Gemlik), Elmadag (Ankara), Karatas (Adana), Mahmurdag (Samsun), Alemdag (Istanbul), and Kurecik (Malatya) (nodal communications sites)
— Belbasi (seismic data collection)
— Kargaburun (radio navigation)

2. The Government of the Republic of Turkey also authorizes United States administrative and support organizations and activities outside the installations. Such organizations and activities shall be subject to the relevant provisions of this Agreement.

3. Where necessary, requirements specified in this Supplementary Agreement shall be elaborated in appropriate implementing agreements.

ARTICLE II

1. Technical operations and maintenance services at the installations where the primary purpose is intelligence collection, nodal communications or radio navigation shall be carried out jointly by Turkish and United States personnel. The modalities of this cooperation, including the distribution of manpower spaces for assignment by each Party and training requirements for Turkish personnel, shall be determined jointly by appropriate authorities of the two Governments. For the purposes of this cooperation, the Government of the United States shall provide access to appropriate training for Turkish personnel.

2. All intelligence information, including raw data, produced at intelligence collection installations in the Republic of Turkey shall be shared by the two Governments in accordance with arrangements determined jointly by the competent technical authorities of the two Governments.

3. Mutually agreed arrangements shall be established to enhance Turkish Armed Forces' utilization of the capacity of the Defense Communications System in Turkey to the extent feasible.

4. U.S. and Turkish authorities shall consult to avoid interference between activities of the installations authorized by this Agreement and the activities of other military and civilian installations and to avoid damage to life and property.

5. Modernization, addition or importation of the equipment related to the technical operations at the installations which would increase mission capabilities shall be subject to advance approval by the Government of the Republic of Turkey.

ARTICLE III

1. The Government of the United States of America will assign an officer as Commander of the United States Forces at each installation, who also will function as the single point of contact with the Turkish Installation Commander. The Turkish Installation Commander and the officer so assigned by the United States shall: exercise command and control over their respective forces, including equipment and material and the premises exclusively used by them, as well as providing security therefor; maintain close contact and coordination to insure that activities are conducted in a manner consistent with the spirit and provisions of this Agreement; and be responsible to insure that activities and technical operations at the installation shall be carried out in accordance with the provisions of this Agreement.

2. Turkish civilian personnel employed by the United States Forces or contractors of the United States Forces shall be under the control, responsibility and direction of their employer.

3. The Turkish Installation Commander shall be responsible for relations with the local Turkish authorities, order and security of the installation as a whole, including perimeter security, consistent with Paragraph 1 of this Article and modalities mutually agreed in accordance with Paragraph 1, Article II of this Agreement.

4. Access to installations shall be under the control of the Installation Commander. Members and vehicles of the United States Forces and civilian component, as well as contractors, contractor employees and Turkish civilian employees of the United States Forces, shall have access to the installations on the basis of a standard identification card issued by appropriate Turkish authorities upon request of appropriate United States authorities. Such identification cards shall be valid for all installations covered by this Agreement. Personnel awaiting receipt of a standard identification card and temporary duty personnel shall have access on the basis of official orders and United States identification. Authorized dependents and official visitors shall have access on the basis of official United States or Turkish identification. Detailed implementing arrangements for admittance to the installations will be contained in a directive for procedures regarding admittance to the installations.

5. The United States flag may be flown at the headquarters of the United States Forces at the installation.

6. The Installation Commander may issue directives applicable to the installation as a whole consistent with the provisions of this Article.

ARTICLE IV

The purpose, mission, location, installation plan, authorized quantities of arms and ammunition, authorized major items of equipment and authorized personnel strengths of the United States Forces and civilian component shall be detailed by mutual agreement. Increases in such authorized quantities and strengths shall be subject to prior approval of the appropriate Turkish authorities. The appropriate authorities of the Government of the United States shall provide to the appropriate authorities of the Government of the Republic of Turkey a quarterly report of assigned personnel strengths including Turkish civilian personnel, as well as organization charts for United States units at each installation. The Parties acknowledge that the number of personnel assigned may at times temporarily exceed authorized levels because of the personnel assignment processes.

ARTICLE V

1. In accordance with the provisions of the "Agreement Between the Parties of the North Atlantic Treaty Regarding the Status of Their Forces" dated June 19, 1951, the Government of the United States may import into and export from Turkey the equipment for its forces and reasonable quantities of provisions, supplies and other goods exclusively for the use of the United States Forces, its members, civilian component, and dependents. United States authorities shall notify Turkish authorities of such imports and exports by manifest.

2. The importation into and permanent transfer within Turkey of major items of equipment, arms and ammunition shall be subject to the prior approval of appropriate Turkish authorities and transfer within Turkey of arms and ammunition shall be accomplished with safeguards and protections as mutually agreed. Special procedures shall be established for the customs control of arms and ammunition as well as equipment and material of a classified nature.

3. Arms and ammunition and major items of equipment needed for the operation of an installation, including such equipment as may be earmarked for replacement as a result of modernization, will not be removed from Turkey without prior notification.

4. The competent authorities of both Parties shall consult before either Party terminates its activities or reduces its capabilities significantly at the installations.

ARTICLE VI

For the purposes of this Agreement, material, equipment, provisions, supplies, services, and civilian labor required by the Government of the United States shall be procured in Turkey to the extent feasible.

ARTICLE VII

1. State-owned land areas including improvements, utilities, easements and rights of way already allocated by the Government of the Republic of Turkey for the purposes of this Agreement will continue to be made available without costs to or claims against the Government of the United States. This Article shall not be interpreted as giving the right of ownership to such land areas, improvements, utilities, easements and rights of way to the United States and is without prejudice to the terms of existing non-intergovernmental lease contracts under which certain property is provided to the Government of the United States for the purposes of this Agreement.

2. All non-removable property, including property incorporated in the soil, constructed or installed by or on behalf of the United States on the land areas allocated by the Government of the Republic of Turkey for the purposes of this Agreement, shall, from the date of its construction or installation, become the property of the Government of the Republic of Turkey, and shall be so registered without prejudice to the authorization by the Turkish authorities to the Government of the United States and its personnel to use such property for the purposes of this Agreement. Upon final termination of the use by the Government of the United States of any such non-removable property, the right of such use will be transferred to the Government of the Republic of Turkey which will compensate the Government of the United States for the residual value, if any, of the property as determined by mutual agreement, taking into account past practices. Such property shall include those basic utility systems and other fixtures which have been permanently installed in or affixed to the property.

3. The Government of the Republic of Turkey shall have the right of priority to acquire, in accordance with mutually agreed terms, any equipment, materials, and supplies imported into or procured in Turkey by or on behalf of the Government of the United States for the purposes of this Agreement, in the event such equipment, materials and supplies are to be disposed of by the Government of the United States.

4. Construction of new buildings and other property incorporated into the soil at the installations and demolition, removal, alteration and modernization which change the basic structure of existing buildings shall be subject to prior approval by the appropriate Turkish authorities.

ARTICLE VIII

1. The costs of operations and maintenance of the installations, except for the premises exclusively utilized for Turkish operations or by Turkish personnel, and the costs of mutually agreed construction, modernization, alterations and repairs at the installations shall be met by the Government of the United States.

2. Each party shall pay its own personnel costs.

3. The costs of extention of local utilities requested by the United States and provided by the Government of the Republic of Turkey to the perimeter of the installations shall be met by the Government of the United States.

ARTICLE IX

1. The deployment into or from Turkey and operations of rotational squadron aircraft of the United States authorized to be stationed at Incirlik installation in support of NATO defense plans, their related support units, and aircraft which support activities authorized by Article I, Paragraphs 1 and 2, of this Agreement, shall be carried out in accordance with implementing agreements. These agreements shall also include:

A. Procedures for the joint use of Incirlik installation and for the provision of air traffic control services; and

B. Procedures for training of rotational squadron aircraft at Incirlik.

2. Procedures for additional training in support of NATO defense plans will be established. Implementation of this training will be accomplished through separate protocols.

3. Aircraft operating in support of these activities shall have access to designated military and civilian airfields serving such activities. Supply vessels operating in connection with these activities shall have access to Turkish seaports to be authorized by the Government of the Republic of Turkey.

4. Provisions, consistent with this Agreement, will be established to facilitate movement of United States aircraft between installations and to and from Turkey.

ARTICLE X

The provisions of the Montreux Convention[1] are reserved.

ARTICLE XI

The installations specified in Article I, Paragraph 1 above are subject to inspection by the appropriate Turkish authorities. The inspections in question shall be on the basis of mutually satisfactory administrative arrangements between the competent authorities of the Parties.

ARTICLE XII

Nothing in this agreement shall be in derogation of the inherent right of the Government of the Republic of Turkey under international law to take all appropriate restrictive measures required to safeguard its national existence in case of emergency situations.

ARTICLE XIII

1. This Supplementary Agreement shall be valid for a period of five years from the date of its entry into force. Unless one of the Parties

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[1] Signed May 8, 1937. TS 939; 53 Stat. 1645.

notifies the other Party of the termination of this Agreement three months in advance of the end of this initial five-year period, it will continue to be in effect from year to year until terminated by agreement of the Parties or by either Party upon 3 months' notice prior to the end of each subsequent year.

2. In the event of termination of this Agreement, the Government of the United States shall complete the process of its withdrawal and liquidation within one year after the effective date of termination. This Agreement shall be considered to remain in force for the purpose of such withdrawal and liquidation.

ARTICLE XIV

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

H ERKMEN

Hayrettin Erkmen
Minister of Foreign Affairs

Implementing Agreement on Sinop Installation, Annex Number 1 to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Sinop Installation consists of a complex which includes:

1. Sinop Station
2. Hippodrome Site
3. Sinop Water Well Site 6
4. Sinop Airfield

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Sinop Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Sinop Installation in order to monitor, record and analyze electromagnetic emissions, and to maintain and carry out associated support activities.

V. Installation Plan.

Current master plans for the Sinop Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Primary mission operations and related maintenance services shall be carried out jointly and data resulting from such operations shall be shared by the parties in accordance with the provisions of the Technical Arrangement on Joint Technical Operations at Sinop [1] which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Joint Technical Operations.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Sinop Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

[1] Not printed.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Sinop Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Sinop are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams and, as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the installation shall be in Turkish. Signs within the installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provi-

sions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Sinop each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. United States administrative and support aircraft are authorized to be stationed at and utilize Sinop Airfield to provide administrative and logistical support to the Installation.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Pirinclik Installation, Annex Number 2 to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Pirinclik Installation consists of a complex which includes:

1. Pirinclik Station
2. Tropo Scatter Site 106

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Pirinclik Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Pirinclik Installation in order to detect, identify, track, collect data on space vehicles and carry out associated support activities, including operation of a satellite communications terminal.

V. Installation Plan.

Current master plans for the Pirinclik Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Primary mission operations and related maintenance services shall be carried out jointly and data resulting from such operations shall be shared by the parties in accordance with the provisions of the Technical Arrangement on Joint Technical Operations at Pirinclik[1] which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Joint Technical Operations at Pirinclik.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Pirinclik Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Pirinclik Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Pirinclik are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish

[1] Not printed.

military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the installation shall be in Turkish. Signs within the installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Pirinclik each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip

ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

2. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen.Pl.and P., TGS

Implementing Agreement on Incirlik Installation, Annex Number 3 to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Incirlik Installation consists of a complex which includes:

1. Incirlik Air Base.
2. Yumurtalik fuel facility and connecting pipeline to Incirlik Air Base.
3. Facilities at the Port of Iskenderun.
4. Adana water well site and connecting pipeline to Incirlik Air Base.
5. Sewer system between Incirlik Air Base and Ceyhan River.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Incirlik Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Incirlik Installation in order to deploy aircraft to Incirlik from two tactical squadrons of the 401st TFW on a rotational basis in support of approved NATO defense plans, and their related support elements, to train the aircrews of these squadrons, to accommodate assigned and other support aircraft, to maintain and operate support facilities for administration, logistics, communications and general support activities authorized by Article I, Paragraphs 1 and 2 of the Agreement and to deploy tactical aircraft to Incirlik from other USAF units in Europe for periods of training in support of NATO defense plans.

V. Installation Plan.

Current master plans for the Incirlik Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. The functions of the Incirlik Air Base Control Tower and Incirlik Approach Control shall be carried out jointly in accordance with provisions included in the Appendix to this Annex.
2. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Incirlik Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Incirlik are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment,

provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Incirlik each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of the Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. The Turkish Forces and the United States Forces shall share the use of flight facilities at Incirlik Air Base. Procedures for the joint use of air traffic services are included in the Appendix to this Annex.

2. The scope of and procedures for United States tactical and support aircraft deployments to Incirlik Air Base are included in the Technical Arrangement on Air Operations[1] which has been agreed and which shall be maintained along with this Annex.

3. The flight activities of both parties shall be in conformanc e with the same local flying regulations and procedures which shall be maintained in respective flight operations offices.

4. Cross servicing arrangements for petroleum, oil and lubricants (POL) are as detailed in a mutually agreed technical arrangement which shall be maintained along with this Annex.

5. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

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[1] Not printed.

6. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

XV. This Annex supercedes the following:

1. Joint Turkish Air Force and United States Air Force Directive. 6 December 1954.[1]
2. Exchange of Notes Amending the Joint Turkish Air Force and United States Air Force Directive of 6 December 1954. 3 March 1956.[1]
3. Exchange of Notes Containing "Joint Policy Procedures for American and Turkish Garrison Commanders." 2 January 1957.[1]
4. Joint Commanders Agreement. 20 July 1960.[1]
5. Joint Commanders Agreement About the Incirlik Air Base. 26 June 1961.[1]
6. Protocol Regarding JP–4 Fuel Supply to Turkish Air Force Aircraft at Incirlik Airfield. 30 January 1964.[1]
7. Protocol for Training Areas. 1 July 1964.[1]
8. Protocol Agreement Concerning the Use of United States Rotational Squadrons of Konya Air-Gunnery Range. 17 August 1967.[1]
9. Special Protocol Established Between Turkish Air Forces Command and JUSMMAT on the Temporary Use of Konya Air-Ground Gunnery Range and Adana Air-Air Gunnery Range by the Aircraft Attached to Certain USAFE Units. 3 August 1977.[1]
10. Air Technical Arrangement Under the Provisions of the Facilities Agreement Between the United States of America and the Republic of Turkey Effected by Exchange of Notes on June 23, 1954. 6 December 1954.[1]

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

[1] Not printed.

Appendix to Incirlik Implementing Agreement: Procedures for Air Traffic Services in Adana Military Terminal Control Area

1. Purpose.

This Appendix establishes responsibilities and procedures for the exercise of air traffic control in the Adana Military Terminal Control Area (MTCA), joint operation of Incirlik Tower and Approach Control and joint use of air traffic services at Incirlik Air Base.

2. Description.

The Adana MTCA is the area within a 50 nautical mile radius of the Incirlik Tacan (3700N–3526E) and includes Incirlik Air Base and Adana Civil Airport (Sakir Pasa).

3. Air Traffic Control.

A. Overall air traffic control in Turkey is the responsibility of the Government of the Republic of Turkey.

B. Approach control services for both Adana Civil Airport and Incirlik Air Base are provided by Incirlik Approach Control. Control of VFR traffic in the Adana Civil Airport and Incirlik Air Base control zones is exercised by Adana Tower and Incirlik Tower, respectively.

C. Procedures for control of IFR flights within the Adana MTCA and VFR flights within the Adana Civil Airport and Incirlik Air Base control zones shall be in accordance with ICAO regulations, provisions contained in the Turkish Aeronautical Information Publication (AIP), and other appropriate directives.

D. The "first come, first served" principle shall apply to air traffic except for emergencies and priorities established in ICAO publications.

E. Development of and changes to VFR traffic patterns and IFR approach and departure charts shall be accomplished jointly by the respective military authorities at Incirlik and shall be applied after approval and publication by the Turkish Air Force Command.

4. Joint Operation of Incirlik Tower and Approach Control.

A. The functions of Incirlik Tower and Incirlik Approach Control, for which the Installation Commander is responsible shall be carried out jointly by United States and Turkish personnel, as defined below:

(1) United States personnel are responsible for and authorized to control United States military aircraft and also United States civil aircraft chartered for the United States Forces.
(2) Turkish personnel are responsible for the control of all other aircraft.

B. Authorized duty positions for Turkish personnel participating in the joint operation of Incirlik Tower and Approach Control are attached.

5. Joint Use of Air Traffic Services at Incirlik Air Base.

Both the Turkish Air Force and the United States Forces shall benefit from the services associated with the equipment, installations and facilities installed at Incirlik Air Base for the control and safety of air traffic and ground operations.

6. Letters of Agreement.

To facilitate the close coordination necessary for the conduct of the expeditious and safe air traffic control services in the Adana MTCA, letters of agreement will be developed on the following subjects within six months after this Agreement enters into force and, after approval by the appropriate Turkish and United States officials, will be executed by the respective military authorities. Current arrangements covering any of these subjects shall continue in force until replaced.

A. Responsibilities and authority of Turkish and United States air traffic control personnel.

B. Coordination among Incirlik Tower, Approach Control and GCA.

C. Coordination between Incirlik Tower/Approach Control and Adana Civil Airport.

D. Coordination between Incirlik Tower/Approach Control and Ankara Air Traffic Control Center.

E. Responsibilities of and coordination between Turkish and United States base operations services.

F. Procedures for obtaining weather information.

G. Air Traffic control priorities for aircraft.

H. Procedures and responsibilities for joint use of airfield flight services and facilities.

Implementing Agreement on Yamanlar Nodal Communications Site Annex Number 4A to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Yamanlar Installation consists of a complex which includes Yamanlar Station and associated water and sewage systems.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Yamanlar Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Yamanlar Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Yamanlar Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Technical operations and related maintenance services shall be carried out jointly by the parties in accordance with the provisions of the Technical Arrangement on Communications[1] which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Communications.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a

[1] Not printed.

program mutually agreed between the respective military authorities at Yamanlar Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Yamanlar Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Artilcle III, Paragraph 1 of the Agreement at Yamanlar are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Yamanlar each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Access by the Turkish Armed Forces to the United States Defense Communications System in Turkey shall be carried out in accordance with the Technical Arrangement on Communications.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Sahintepe Nodal Communications Site Annex Number 4B to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Sahintepe Installation consists of a complex which includes Sahintepe Station and associated water and sewage systems.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Sahintepe Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Sahintepe Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Sahintepe Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Technical operations and related maintenance services shall be carried out jointly by the parties in accordance with the provisions of the Technical Arrangement on Communications which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Communications.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Sahintepe Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Sahintepe Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Sahintepe are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and

letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Sahintepe each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Access by the Turkish Armed Forces to the United States Defense Communications System in Turkey shall be carried out in accordance with the Technical Arrangement on Communications.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Elmadag Nodal Communications Site Annex Number 4C to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to

the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Elmadag Installation consists of a complex which includes Elmadag Station and associated water and sewage systems.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Elmadag Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Elmadag Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Elmadag Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Technical operations and related maintenance services shall be carried out jointly by the parties in accordance with the provisions of

the Technical Arrangement on Communications which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Communications.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Elmadag Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Elmadag Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Elmadag are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

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7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Elmadag each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Access by the Turkish Armed Forces to the United States Defense Communications System in Turkey shall be carried out in accordance with the Technical Arrangement on Communications.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:
N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Karatas Nodal Communications Site Annex Number 4D to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Karatas Installation consists of a complex which includes Karatas Station and associated water and sewage systems.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Karatas Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Karatas Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Karatas Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Technical operations and related maintenance services shall be carried out jointly by the parties in accordance with the provisions of the Technical Arrangement on Communications which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Communications.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Karatas Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Karatas Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Karatas are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Karatas each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Access by the Turkish Armed Forces to the United States Defense Communications System in Turkey shall be carried out in accordance with the Technical Arrangement on Communications.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:
J W SPAIN	N ÖZTORUN
James W. Spain	Necdet Öztorun
Ambassador of the U.S.A.	*Lt. Gen.*
	Chief of Gen. Pl. and P., TGS

Implementing Agreement on Mahmurdag Nodal Communications Site Annex Number 4E to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Mahmurdag Installation consists of a complex which includes Mahmurdag Station and associated water and sewage systems.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Mahmurdag Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Mahmurdag Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Mahmurdag Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Technical operations and related maintenance services shall be carried out jointly by the parties in accordance with the provisions of the Technical Arrangement on Communications which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Communications.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Mahmurdag Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Mahmurdag Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Mahmurdag are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Mahmurdag each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Access by the Turkish Armed Forces to the United States Defense Communications System in Turkey shall be carried out in accordance with the Technical Arrangement on Communications.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Alemdag Nodal Communications Site Annex Number 4F to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Alemdag Installation consists of a site within the 15th Air Base.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Alemdag Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Alemdag Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plan for the Alemdag Installation shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Alemdag Installation shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Kurecik Nodal Communications Site Annex Number 4G to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which

was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Kurecik Installation consists of a complex which includes Kurecik Station and associated water and sewage systems.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Kurecik Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Kurecik Installation in order to operate and maintain communications equipment as part of the United States Defense Communications System which supports the installations, organizations and activities authorized by the Agreement and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Kurecik Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Technical operations and related maintenance services shall be carried out jointly by the parties in accordance with the provisions

of the Technical Arrangement on Communications which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the Technical Arrangement on Communications.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Kurecik Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Kurecik Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Kurecik are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Kurecik each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Access by the Turkish Armed Forces to the United States Defense Communications System in Turkey shall be carried out in accordance with the Technical Arrangement on Communications.

2. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

3. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on United States Organizations and Activities Outside the Installations, Annex Number 5 to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded on this date between the Governments of the United States of America and of the Republic of Turkey.

II. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities of United States administrative and support organizations and activities outside the installations authorized by the Government of the Republic of Turkey pursuant to Article I, Paragraph 2 of the Agreement.

III. Principles.

1. The Chief, Joint United States Military Mission for Aid to Turkey (JUSMMAT), is the single point of contact with the Turkish General Staff (TGS) regarding all United States military organizations and activities in Turkey. Information required by this and other annexes to the Agreement shall be provided to the Turkish General Staff through JUSMMAT.

2. The Government of the Republic of Turkey shall provide for the external security of the Headquarters of JUSMMAT and allocate a security unit for this purpose.

3. The Turkish General Staff may assign Turkish military personnel to act as liaison with JUSMMAT in such numbers and for such

periods as may be mutually agreed by the appropriate Turkish General Staff and JUSMMAT authorities.

4. Organizations and activities which do not occupy state-owned land areas may utilize other premises and areas in Turkey under such terms and conditions as may be agreed with the owners of such premises and areas, both real and judicial persons as well as government agencies in accordance with Turkish law.

5. Regarding judicial matters concerning Turkish civilian employees of United States military organizations operating pursuant to the agreement, these United States military organizations will extend appropriate cooperation in response to requests from Turkish authorities.

IV. Documentation.

1. Mission and Responsibilities.

A list including missions and responsibilities of each of these United States administrative and support organizations and activities shall be maintained along with this Annex.

2. Arms and Ammunition Authorization.

A current list of the authorized levels of arms and ammunition to be maintained by these organizations and activities shall be kept along with this Annex.

3. Major Items of Equipment.

A current list of the authorized major items of equipment for these organizations and activities shall be maintained along with this Annex.

4. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and Civilian Component assigned to these organizations and activities shall be maintained along with this Annex.

5. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilians employed by these organizations and activities shall be included in quarterly personnel reports submitted by the United States authorities.

6. Functional Organizational Chart.

Current functional organizational charts of these organizations and activities shall be maintained along with this Annex and shall include, when applicable, the numbers and titles of the detachments depicted.

V. Procedures.

1. Turkish Identification Card.

A. Appropriate United States authorities will notify the Turkish General Staff of the assignment to Turkey of all members of the United States Forces and its civilian component by submitting to the Turkish General Staff an application for the issuance of a Turkish identification card within fifteen days after arrival in Turkey. One copy of the member's assignment orders shall be attached to the application form.

B. The Turkish General Staff, within fifteen days of the receipt of such application, shall issue the requested identification card to the personnel concerned through appropriate United States authorities.

C. In cases where cards are lost, an application will be submitted to the Turkish General Staff as soon as possible for issuance of a duplicate.

D. At the conclusion of the member's assignment to Turkey, the identification card will be returned to the Turkish General Staff within fifteen days after departure.

2. Authorized and Assigned United States Government Vehicles.

A. Appropriate United States authorities shall provide the Turkish General Staff with a report on the location of all official United States Government military vehicles within Turkey on a semi-annual basis, the dates of which to be mutually agreed.

B. The initial importation of such vehicles into Turkey will be subject to the prior clearance of the Turkish General Staff.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Belbasi Installation, Annex Number 6 to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement,

to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Belbasi Installation consists of a complex which includes:

1. Belbasi Station
2. Sensor array instruments and connecting sensor lines to Belbasi Station
3. Water well site and connecting pipeline to Belbasi Station

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Belbasi Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Belbasi Installation in order to operate systems for the detection and recording of natural and man-made geological disturbances and air sampling and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Belbasi Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Primary mission operations and related maintenance services shall be carried out jointly and data resulting from such operations shall be shared by the parties in accordance with the provisions of an appropriate technical arrangement which shall be maintained along with this Annex.

2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the technical arrangement.

3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Belbasi Installation.

4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Belbasi Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Belbasi are responsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Belbasi each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

2. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

J W SPAIN

James W. Spain
Ambassador of the U.S.A.

FOR THE GOVERNMENT OF THE REPUBLIC OF TURKEY:

N ÖZTORUN

Necdet Öztorun
Lt. Gen.
Chief of Gen. Pl. and P., TGS

Implementing Agreement on Kargaburun Installation, Annex Number 7 to Supplementary Agreement Number 3 on Installations

I. Introduction.

This Annex is in implementation of Supplementary Agreement Number Three on Installations, hereinafter called the Agreement, to the Agreement for Cooperation on Defense and Economy which was concluded this date between the Governments of the United States of America and of the Republic of Turkey.

II. Description.

For the purposes of this Annex, Kargaburun Installation consists of a complex which includes Kargaburun Station and boat ramp.

III. Purpose.

The purpose of this Annex is to arrange the principles and procedures for the activities at Kargaburun Installation.

IV. Mission.

The Government of the United States is authorized to participate in activities at Kargaburun Installation in order to operate a LORAN-C system to provide regional radio navigation services and to carry out associated support activities.

V. Installation Plan.

Current master plans for the Kargaburun Installation complex described in Article II of this Annex shall be maintained along with

this Annex and shall contain geographical coordinates, elevation, area, legend and facility listing.

VI. Arms and Ammunition Authorization.

A current list of arms and ammunition authorized to be maintained at the Installation shall be kept along with this Annex.

VII. Major Items of Equipment.

A current list of authorized major items of equipment shall be maintained along with this Annex.

VIII. United States Forces and Civilian Component Personnel Authorization.

A current list of authorized personnel levels for the United States Forces and civilian component shall be maintained along with this Annex.

IX. United States Contractor and Turkish Civilian Employees.

The number of United States national employees of United States contractors and the number of Turkish civilian employees shall be included in the quarterly personnel status reports submitted by the United States authorities.

X. Joint Technical Operations.

1. Primary mission operations and related maintenance services shall be carried out jointly in accordance with the provisions of an appropriate technical arrangement which shall be maintained along with this Annex.
2. Authorized duty positions for Turkish personnel participating in joint technical operations shall be attached to the technical arrangement.
3. On-the-job training for Turkish personnel assigned to participate in joint technical operations shall be carried out in accordance with a program mutually agreed between the respective military authorities at Kargaburun Installation.
4. When requested, officers of one party shall provide letters of evaluation on the performance of personnel of the other party.

XI. Functional Organizational Chart.

A current functional organizational chart of United States Forces within the Kargaburun Installation complex described in Article II of this Annex shall be maintained along with this Annex and shall include the numbers, titles and missions of the detachments depicted.

XII. Responsibilities and Relationships.

1. The respective military authorities of the parties, as identified in Article III, Paragraph 1 of the Agreement, at Kargaburun are re-

sponsible to their higher authorities for compliance with and implementation of the appropriate provisions of the Agreement, this Annex and its appendices and those agreements, technical arrangements, and letters of understanding which have been or may in the future be concluded in accordance with the foregoing.

2. The relationship between the respective military authorities shall be maintained in a spirit of cooperation, goodwill and friendship. They will take those actions necessary to insure that their subordinates observe this same policy.

3. Upon request, the Installation Commander shall provide appropriate assistance in matters arising between United States personnel and Turkish personnel or local Turkish civilian agencies.

4. Consistent with their own regulations, the respective military authorities shall cooperatively develop appropriate plans to assist the local public under conditions of emergencies and natural disasters. The Installation Commander shall also develop plans with Turkish military and civilian agencies to insure their assistance when such conditions so require.

5. The respective military authorities will keep each other informed of official visits by their higher authorities and inspection teams, and as appropriate, will cooperate in the preparation and execution of necessary briefings in accordance with mutually agreed administrative arrangements.

6. The parties to this Agreement recognize the inviolability of each other's cryptographic rooms and shall take all measures necessary to prevent entrance by unauthorized personnel. In other areas determined to be restricted, entry by Turkish and United States personnel shall be mutually agreed.

7. Turkish or United States personnel observed in violation of laws, regulations, or orders shall be reported to their respective military authorities for appropriate action.

8. The respective military authorities shall jointly make arrangements for fire fighting and prevention as well as for the proper sanitation of the Installation.

9. Signs outside the Installation shall be in Turkish. Signs within the Installation shall be in Turkish or English or both as may be mutually agreed.

10. The respective military authorities shall jointly develop measures to prevent the unauthorized sale or disposition of equipment, provisions, supplies and other goods imported into Turkey in accordance with Article V of the Agreement for the exclusive use of the United States Forces, its members, civilian component, and dependents.

11. The respective military authorities shall cooperate to prevent the transfer of equipment, material and supplies being disposed of in accordance with Article VII, Paragraph 3 of the Agreement to unauthorized parties.

XIII. Installation Security.

1. The respective military authorities at Kargaburun each shall develop a security plan covering the premises exclusively used by its own national element.

2. The Installation Commander, consistent with Article III, Paragraph 3 of this Agreement shall prepare an overall installation security plan to counter security threats.

3. Qualified United States personnel shall be made available upon request to assist the Installation Commander in the discharge of his responsibility for the control of access to the Installation. When search of personnel or vehicles entering or exiting the Installation is deemed necessary, search of Turkish personnel or vehicles shall be carried out by Turkish security personnel and search of United States personnel or vehicles shall be carried out by United States security personnel.

4. Entry and exit of official Turkish and United States vehicles shall be on the basis of the vehicle operation authorization (trip ticket) issued by competent Turkish or United States officials. A log of such entries and exits shall be maintained at the gate.

XIV. Joint Use Arrangements.

1. Ground transportation systems operated by one party may be utilized by personnel of the other party when adequate space is available.

2. Athletic and social facilities of one party may be utilized by personnel of the other party on a reciprocal basis in accordance with mutually agreed arrangements.

Done at Ankara in duplicate, in the English and Turkish languages, each of which shall be equally authentic, on this 29th day of March, 1980.

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Chief of Gen. Pl. and P., TGS

TÜRKİYE CUMHURİYETİ VE AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETLERİ ARASINDA KUZEY ATLANTİK ANDLAŞMASININ II. VE III. MADDELERİNE UYGUN OLARAK SAVUNMA VE EKONOMİ ALANINDA İŞBİRLİĞİNDE BULUNULMASINA DAİR ANLAŞMA

Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri,

Birleşmiş Milletler Yasasının amaç ve ilkelerine bağlılıklarını yeniden teyid ederek,

Aralarındaki ilişki ve işbirliğinin demokrasi, insan hakları, adalet ve sosyal gelişme ilkelerine dayandığını kabul ederek,

Ülkelerinin güvenlik ve bağımsızlıklarını sürdürme ve halklarının hayat seviyelerini yükseltme arzularını ifade ederek,

Bütün alanlarda olduğu gibi ekonomi ve savunma alanlarında da işbirliğinin, Tarafların egemenliğine tam saygı ilkesine dayandığını kabul ederek,

Aralarındaki ekonomik ve buna ilişkin bilimsel ve teknolojik işbirliğine bir yandan ikili düzeyde diğer yandan Kuzey Atlantik Andlaşması Teşkilatı'nın üyeleri olarak devam etme ve aralarındaki savunma işbirliğini Kuzey Atlantik Andlaşması çerçevesi içindeki ortaklar olarak geliştirme isteklerini belirterek,

Dünya barışının güçlendirilmesine katkıda bulunmaya kararlılıklarını teyid ederek,

Yeterli bir savunma düzeyinin sürdürülmesi ilkesinin dünya barış ve istikrarının korunması için önemli bir unsur teşkil ettiğini gözönünde bulundurarak,

Silahsızlanma çabalarının hızlandırılmasına olan inançlarını ve bu sürece katkıda bulunmaya karşılıklı isteklerini ifade ederek,

Süregelen dostluklarına dayanarak ve Kuzey Atlantik Andlaşması alanının güvenlik ve savunmasına ilişkin yükümlülüklerinin bilinci içinde ve Kuzey Atlantik Andlaşmasının II. ve III. maddelerine uygun olarak,

Aşağıdaki hususlarda anlaşmaya varmışlardır:

MADDE I

Taraflar, ekonomik ve sosyal gelişmelerini artırmak için egemen eşitlik ve karşılıklı yarar temeline dayanarak, işbirliğini sürdüreceklerdir.

Bu amaçla, Taraflar, aralarında iki ülkeyi ilgilendiren ekonomi, savunma ve bunlara ilişkin bilimsel ve teknik konuları da içeren yakın işbirliğini sürdürecek ve geliştireceklerdir.

Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri bu alanlardaki işbirliğini devamlı olarak gözden geçirecekler ve bu işbirliğini geliştirmek için gereken önlemleri saptayacak ve uygulayacaklardır.

Bu amaçlarla, düzey ve zamanı her iki Hükümet arasında karşılıklı olarak kararlaştırılacak istişarelerde bulunulacaktır.

MADDE II

Taraflar, ekonomi ve savunma konuları arasında yakın ilişkiler olduğunu ve sağlam bir savunmanın sağlam bir ekonomiye dayandığı gerçeğini kabul ederek ve Kuzey Atlantik Andlaşması Teşkilatı'nın üyeleri olarak karşılıklı sorumluluklarını yerine getirebilmek için birbirlerine yardım etmek amacıyla Kuzey Atlantik Andlaşmasının II. maddesinde öngörüldüğü üzere, aralarındaki ekonomik işbirliğini, ticari, ekonomik, sınai, bilimsel ve teknolojik ilişkileri de kapsayacak biçimde geliştirmeye azami ölçüde çaba göstereceklerdir.

Bu amaçla, Birleşik Devletler Hükümeti Türkiye'nin kalkınma çabalarına, karşılıklı mutabakata varılmış mali ve teknik yardımları sağlamak için elinden gelen her türlü çabayı gösterecektir.

MADDE III

Kuzey Atlantik Andlaşmasının III.maddesi çerçevesinde iki Hükümet arasındaki karşılıklı güvenlik işbirliğinin güçlendirilmesi amacı ile, Birleşik Devletler Hükümeti Türkiye Cumhuriyeti Hükümetine, karşılıklı mutabık kalınacak programlara uygun olarak, savunma malzemesi, hizmetleri ve eğitim sağlamak için elinden gelen her türlü çabayı gösterecektir. Bu alandaki işbirliği 1 numaralı Savunma Desteği Tamamlayıcı Anlaşmasına uygun olarak yürütülecektir.

MADDE IV

Bu Anlaşmanın II.maddesinin ruhuna uygun olarak ve Tarafların elde edecekleri karşılıklı yararların bilinci içinde Türkiye Cumhuriyeti ve Birleşik Devletler Hükümetleri, uygun savunma malzemelerinin üretiminde ve satın alınmasında, işbirliği imkanlarını araştıracaklardır. Taraflar, yukarıda belirtilen ekonomik ve savunma işbirliği alanlarında ortak yatırımları teşvik etmeyi üstleneceklerdir.

Bu amaçla Birleşik Devletler Hükümeti, savunma malzemesi ve teçhizatının Türkiye'de üretiminin, bakımının, onarımının ve modernizasyonunun geliştirilmesini amaçlayan, karşılıklı mutabık kalınmış çabalarda Türkiye Cumhuriyeti Hükümetine yardım edecek ve yeni savunma üretimi projelerinin geliştirilmesini ve savunma malzemesi alanındaki iki yönlü ticareti teşvik edecektir.

Bu işbirliği 2 numaralı Savunma Sanayii İşbirliği Tamamlayıcı Anlaşması'na uygun olarak yürütülecektir.

MADDE V

1. Türkiye Cumhuriyeti Hükümeti, Birleşik Devletler Hükümeti'nin belirli Türk Silahlı Kuvvetleri Tesislerinde müşterek savunma tedbirlerine katılmasına izin verir.

2. Tesislerin faaliyetleri ve teknik işletilmeleri karşılıklı mutabık kalınmış amaçlara ve programlara uygun olarak yürütülecektir.

3. Bu Anlaşmanın amaçları için Türkiye Cumhuriyeti topraklarında bulunan veya atanmış Amerika Birleşik Devletlerinin kuvvet ve sivil unsuruna ve bunların yakınlarına 19 Haziran 1951 tarihli "Kuzey Atlantik Andlaşmasına Taraf Devletler Arasında Kuvvetlerinin Statüsüne Dair Sözleşme" uygulanacaktır.

4. Bu Anlaşmada öngörülen savunma işbirliğinin şumulü Kuzey Atlantik Andlaşmasından doğan yükümlülükler ile sınırlı olacaktır.

5. Bu işbirliği 3 numaralı Tesisler Tamamlayıcı Anlaşmasına uygun olarak yürütülecektir.

MADDE VI

Tarafların egemen eşitliği ilkesini dikkate alarak, Anlaşma ve onun Tamamlayıcı Anlaşmaları hükümlerinin karşılıklılık esasına dayalı olarak yürütülmesi amacı ile, Taraflar aşağıdaki hususlarda mutabık kalmışlardır:

A. Güvenlik yardımı ve diğer ilgili konular da dahil olmak üzere, yetkili Birleşik Devletler askeri makamları ile

bilgi değişimi, işbirliği ve iki tarafı da ilgilendiren diğer savunma konularında irtibatı idame ettirmek amacı ile Türkiye Cumhuriyeti Hükümeti Amerika Birleşik Devletlerindeki Büyükelçiliği bünyesinde bir askeri irtibat bürosu bulundurabilir.

B. Aynı şekilde, Birleşik Devletler Hükümeti de Türkiye Cumhuriyeti Hükümeti'nin yetkili makamları ile benzer faaliyetlerin yürütülmesi için Türkiye'de kendi kuruluşunu bulundurabilir.

MADDE VII

1. Bu Anlaşma ve ona bağlı Tamamlayıcı Anlaşmalar 5 yıl süreyle geçerli olacaktır. Taraflardan biri, bu ilk 5 yıllık sürenin bitiminden 3 ay önce bu Anlaşmanın feshini ihbar etmediği takdirde, Tarafların mutabakatı ile yahut müteakip her yılın bitiminden 3 ay önce Taraflardan birinin fesih ihbarında bulunması sureti ile sona erdirilinceye kadar birer yıl süreyle yürürlükte kalmaya devam edecektir.

2. Bu Anlaşma ve buna bağlı Tamamlayıcı Anlaşmaların uygulanması veya yorumlanması ile ilgili olarak anlaşmazlık ortaya çıktığı takdirde Taraflar meseleyi çözümlemek üzere derhal istişarelere başlayacaklardır.

3. Taraflardan herhangi biri, gerekli gördüğü takdirde, yazılı olarak, Anlaşmanın veya buna bağlı Tamamlayıcı Anlaşmaların herhangi birinin tadilini veya gözden geçirilmesini önerebilecektir. Bu durumda derhal istişarelere başlanacaktır. Üç ay içinde sonuç alınamazsa, Taraflardan herhangi biri, 30 günlük yazılı bir bildirimle, Anlaşmayı veya uyuşmazlık konusu Tamamlayıcı Anlaşmayı sona erdirebilecektir.

4. Taraflardan biri, diğer Tarafın Anlaşma veya Tamamlayıcı Anlaşmalarının hükümlerine uymadığı veya uyamadığı sonucuna vardığı takdirde, yazılı olarak, istişare önerisinde bulunabilir ve bu istişareler derhal başlar. 30 gün içinde bir sonuca varılamaz ise, Taraflardan herhangi biri 30 günlük bir yazılı bildirim ile bu Anlaşmayı veya bu Anlaşmanın geçerliliğine halel getirmeksizin Tamamlayıcı Anlaşmalardan herhangi birini sona erdirebilir.

MADDE VIII

Bu Anlaşma ve buna bağlı Tamamlayıcı Anlaşmalar her iki Tarafın kendi hukuki usullerine uygun olarak, notaların teati edildiği tarihte yürürlüğe girecektir.

MADDE IX

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W.SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Hayrettin ERKMEN
Dışişleri Bakanı

TÜRKİYE CUMHURİYETİ VE AMERİKA BİRLEŞİK DEVLETLERİ
HÜKÜMETLERİ ARASINDA
SAVUNMA DESTEĞİ ALANINDA
1 NUMARALI TAMAMLAYICI ANLAŞMA

MADDE I

Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasındaki Savunma ve Ekonomik İşbirliği Anlaşmasının III. maddesine uygun olarak, Birleşik Devletler Hükümeti Türk Silahlı Kuvvetlerinin bir modernizasyon ve idame programına ihtiyacı olduğunu kabul eder. İki Hükümet arasındaki güven ve işbirliğini artırmak amacıyla Birleşik Devletler Hükümeti, Türkiye Cumhuriyeti Hükümetine savunma desteği (savunma malzemesi, hizmetleri ve eğitim) sağlamak ve mümkün olabilecek en iyi koşullarla bir Beş Yıllık Tedarik Programını içeren modernizasyon ve bakım programının hedeflerine ulaşması için, Türkiye Cumhuriyeti Hükümetine askeri yardım sağlamak üzere elinden gelen her türlü gayreti göstermeyi taahhüt eder.

MADDE II

Taraflar, uzun vadeli savunma planlamasının, askeri kuvvet planlamasının ve modernizasyonun vazgeçilmez bir unsuru olduğunu gözönünde bulundurarak, Türkiye Cumhuriyeti Hükümetine, savunma desteği ihtiyaçlarını Birleşik Devletler kaynaklarından karşılaması için sağlanabilecek kaynakların en etkin biçimde kullanılmasını kolaylaştırmak amacıyla Ankara'da, bundan böyle Ortak Komisyon olarak anılacak, ortak bir Türk-Amerikan Savunma Desteği Komisyonu kuracaklardır.

MADDE III

Ortak Komisyon yüksek düzeydeki Türk ve Amerikan temsilcilerinden oluşacaktır ve bu Komisyonun, iki ülkeden, her biri general rütbesinde, ortak başkanları olacaktır.

Ortak Komisyon'un çalışma usulleri ve idari düzenlemeleri karşılıklı anlaşmayla daha ayrıntılı olarak saptanacaktır. Anılan usuller ve düzenlemeler, Ortak Komisyon'un, iki ülkenin askeri örgütleri arasında mevcut muhabere ve koordinasyon yollarını tamamlayıcı mahiyette olacaktır.

MADDE IV

Ortak Komisyon, Türk makamlarınca, Türk Silahlı Kuvvetlerine terettüp eden NATO görevleri gözönünde bulundurularak hazırlanmış olan savunma kalemleri listesine istinaden:

A. Çeşitli savunma kalemlerinin fiatlarını ve özellikle hibe yardımı, ihtiyaç fazlası stokları, kredi veya kira, askeri yardım alan üçüncü ülkelerden devir ve mümkün olabilecek diğer bütün yollardan elde edilebilmesi olasılıklarını dikkate alarak Döner Beş Yıllık Tedarik Programının düzenli uygulanması için tavsiyeler geliştirecek,

B. Birleşik Devletler kaynaklarından sağlanabilecek askeri yardım düzeyini dikkate alarak, Türk Hükümetinin vereceği akçalı planlama verileriyle uyumlu biçimde, Beş Yıllık Tedarik Programlarına dayalı yıllık tedarik programları hazırlayacak,

C. Beş Yıllık Döner Tedarik Programına dayanan yıllık tedarik programını, Birleşik Devletlerden sağlanacak yıllık askerî yardım miktarı dahil, her iki hükûmetin yetkili makamlarına tavsiye edecek ve bu makamlar nezdinde destekleyecektir.

MADDE V

Ortak Komisyonca tavsiye edilen Döner Beş Yıllık Tedarik Programının uygulanması için Birleşik Devletler Hükûmeti ihtiyaç fazlası savunma malzemesi sağlamaya ve savunma teçhizatını ödünç veya kira yoluyla vermeye çalışacaktır. Birleşik Devletler Hükûmeti Amerikan Güvenlik Yardımı Yasasında bulunan yıllık yetki ve tahsislere bağlı olarak Türkiye Cumhuriyeti Hükûmetine askerî yardım sağlayacaktır. Ayrıca, her iki ülke, diğer NATO Müttefiklerinin bu Döner Beş Yıllık Tedarik Programının gerçekleştirilmesine katkısını teşvik etmek için işbirliği halinde çaba gösterecekleridir.

MADDE VI

Nakit ödeme veya Yabancı Askerî Satışlar Kredileri yoluyla sağlanan savunma malzemeleri ve hizmetlerinin ücretleri uygulanabilir Amerikan mevzuatının elverdiği en düşük fiat düzeyinde olacaktır.

MADDE VII

Birleşik Devletler Hükûmeti savunma malzemelerinin Türkiye Cumhuriyeti Hükûmetine teslimine yüksek öncelik verecektir.

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MADDE VIII

Bu Tamamlayıcı Anlaşma yürürlüğe girişinden itibaren beş yıl süre ile geçerli olacaktır. Taraflardan biri diğer Tarafa bu ilk beş yıllık sürenin bitiminden üç ay önce bu Anlaşmanın feshini ihbar etmediği takdirde, Tarafların mutabakatı ile yahut müteakip her yılın bitiminden üç ay önce Taraflardan birinin fesih ihbarında bulunması suretiyle sona erdirilinceye kadar birer yıl süreyle yürürlükte kalmaya devam edecektir.

MADDE IX

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W. SPAIN
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TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Hayrettin ERKMEN
Dışişleri Bakanı

TÜRKİYE CUMHURİYETİ VE AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETLERİ ARASINDA SAVUNMA SANAYİİ İŞBİRLİĞİ KONUSUNDA 2 NUMARALI TAMAMLAYICI ANLAŞMA

Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri,

Araştırma, geliştirme, üretim, tedarik ve lojistik destek alanlarında, müessir işbirliği yoluyla, karşılıklı savunma yeteneklerini ve bir bütün olarak Kuzey Atlantik İttifakı'nın savunma yeteneğini güçlendirmek arzusu ile,

Daha yüksek bir savunma imalatı yeteneğinin, güçlü savunma gayretlerinin ayrılmaz bir parçası olduğuna inanarak,

Köklü bir güvenlik ilişkisinin ahenkli ekonomik ilişkilerle desteklendiği gerçeğini gözönünde tutarak,

Ekonominin ve yeni teknolojilerin tatbikinin savunma konuları üzerindeki artan etkisini dikkate alarak,

NATO ülkelerinin ileri sınai ve teknolojik yeteneklerini geliştirmek ve sürdürmek ve mevcut kaynakların daha akılcı kullanımını, teçhizat ve hizmetlerin standartlaştırılmasını ve karşılıklı kullanılabilirliğini, daha fazla bilgi teatisini ve daha uyumlu tedarik siyasetleri izlenmesini sağlamak yolundaki çabalarını nazarı itibare alarak, aşağıdaki hususlarda mutabık kalmışlardır:

MADDE I

1. Türkiye Cumhuriyeti Hükümeti ve Amerika Birleşik Devletleri Hükümeti, savunma teçhizatı üretim ve bakım yeteneklerini artırabilmek ve silahlı kuvvetlerinin, kendi ve ortak savunmaları için ihtiyaç duyulan modern silah ve teçhizatı daha ekonomik ve verimli şekilde elde edebilmeleri için işbirliğinde bulunacaklardır.

2. Bu amaçla, her iki Hükümet de karşılıklı savunma malzemesi tedarikini ve savunma alanında teknolojik bilgilerin karşılıklı akışını kolaylaştırmaya çalışacaklardır. Ayrıca, savunma teçhizatı ve hizmetlerinin tedariki için piyasa imkânları sağlamaya ve savunma teçhizatının ortak üretimi ile savunma araştırma ve geliştirmesinde işbirliğini artırmaya ve kolaylaştırmaya ve savunma teknolojilerinde bilgi alışverişi programlarını genişletmeye çalışacaklardır.

3. Bu Tamamlayıcı Anlaşma, konvansiyonel savunma teçhizatının araştırma, geliştirme, üretim, tedarik ve lojistik desteği hususlarında mümkün olan ikili işbirliği alanlarını kapsar. Bu Tamamlayıcı Anlaşma uyarınca alınacak tedbirler, Milli Silah Müdürleri Konferansı (CNAD), Bağımsız Avrupa Program Grubu (IEPG) ve NATO Lojistik Başkanları Konferansı (SNLC) çalışmalarını tamamlayıcı veya bu çalışmalar ile uyumlu olacaktır. Bu nedenle, IEPG ile Amerika Birleşik Devletleri Hükümeti arasında yapılan anlaşmalarla bu Tamamlayıcı Anlaşma arasında muhtemel bir uyuşmazlık halinde Taraflar bu Anlaşmanın tadili amacıyla istişarede bulunmayı kabul ederler.

4. Her iki Hükümet, ilgili kanunlarına ve mevzuatına uygun olarak, ortak araştırma ve geliştirme için yapılacak bütün taleplere ve İttifak içinde teçhizat ve hizmetlerin standardizasyonu ve/veya karşılıklı kullanılabilirliğini arttırmayı amaçlayan imalat ve tedarik taleplerine en yüksek önemi verecektir.

5. Hükümetlerden herbiri, diğerinin ülkesinde geliştirilen veya üretilen savunma teçhizatının tedarikinde, normal olarak, rekabete dayanan sözleşme usullerini kullanacaktır.

6. Her iki Hükümet, bu Anlaşma'nın uygulanması için ayrıntılı usuller üzerinde anlaşmaya varacaklardır. Bu usuller, aşağıdaki hususları kapsayacaktır:

A. Teklifler, "Yerli Malı Satın Alınmasına" ilişkin kanun ve mevzuattaki fiat fark göstergeleri ve ithal vergileri bedelleri uygulanmadan değerlendirilecektir.

B. Her-iki ülkedeki vasıflı sınai ve kamusal kaynaklar azami ölçüde nazarı itibare alınacaktır.

C. Tekliflerin, satın alan Hükümetin performans, kalite, teslim ve fiat bakımından uygulanabilecek şartlarını karşılaması gerekecektir.

7. Milli Savunma gereklerini göstermek amacı ile, bu Tamamlayıcı Anlaşma Çerçevesinde yapılacak karşılıklı savunma malzemesi tedariki kapsamı dışında tutulacak herhangi bir malzeme kalemi, mümkün olan en kısa süre içinde, Türk Milli Savunma Bakanlığı ve ABD Savunma Bakanlığı seviyesinde kendi ülkeleri için düzenlenecek listelerde gösterilecektir. Sözkonusu listeler sürekli olarak gözden geçirilecek ve yalnızca anılan seviyede değiştirilebilecektir.

8. Her iki Hükümet, bu Tamamlayıcı Anlaşma çerçevesinde sağlanmış olan teknik bilgi paketlerinin (TBP) mülkiyet haklarını elinde bulunduran veya kontrol edenlerin ön mutabakatı olmadan ihale ve geleceğe yönelik savunma amaçlı mukavelelerin icrası dışındaki başka bir maksatla kullanılamayacağını ve sözkonusu mülkiyet haklarının veya TBP'de bulunan imtiyazlı, mahfuz veya gizlilik dereceli olan veri ve bilgilerin en iyi şekilde korunacağını garanti edecektir. TBP bunların menşei olan Hükümetin yazılı rızası olmadan üçüncü bir ülkeye veya herhangi bir alıcıya hiç bir suretle verilmeyecektir.

9. Aksine mutabakat olmadıkça, bu Tamamlayıcı Anlaşma çerçevesinde sağlanan Savunma malzemeleri veya teknik bilgilerin ve bu bilgilerle imal edilen savunma malzemelerinin üçüncü taraflara devri, savunma malzemelerini ve teknik bilgileri sağlamış olan Hükümetin mutabakatına tabi olacaktır.

10. Satın alan Hükümetin talebi üzerine, bu Tamamlayıcı Anlaşma uyarınca satın alınan savunma teçhizatı kalemlerinin müteakip lojistik desteğine ilişkin düzenleme ve usuller ihdas olunacaktır. Her iki Hükümet kendi savunma lojistik sistemlerini ve kaynaklarını gerektiği ve mutabık kalındığı üzere, bu amaç için hazır bulunduracaklardır.

MADDE II

1. Birleşik Devletler Hükümeti, Türkiye Cumhuriyeti Hükümetine, silah ve mühimmat dahil, savunma malzeme ve teçhizatı üretimi, bakımı, onarımı ve yenileştirilmesi için Türk Hükümetinin öncelikleri ışığında, üzerinde karşılıklı mutabık kalınabilecek yardımları sağlayacaktır.

2. Türk sanayiinin üretim kapasitesinde artış meydana getirmek amacı ile, karşılıklı mutabık kalınmış savunma imalatı projeleri hazırlanacaktır. Bu projeler, yalnızca Türkiye tarafından ortak Türk-ABD uyumlu imalat projeleri olarak, veya diğer NATO üyesi ve dost ülkelerin katılacağı çok taraflı projeler olarak tahakkuk ettirilebilecektir.

MADDE III

Hükümetlerden herbiri, bu Anlaşma uyarınca bakım, onarım ve yenileştirme için kendi ülkesine gönderilen teçhizat ve malzemenin gümrük vergi ve resimleri veya benzeri ücretlerden muaf olarak ithal ve ihracına müsaade edecektir.

MADDE IV

1. Birleşik Devletler Hükümeti, savunma teçhizat imalatının geliştirilmesi ve NATO İttifakına ait teçhizat ve hizmetlerin rasyonalizasyon, standardizasyon ve karşılıklı kullanılabilirliğinin artırılması amacı ile, Türkiye Cumhuriyeti Hükümetine sınai mülkiyet hakları sağlayacak veya mümkün olan hallerde

hiç bir ücret almadan veya herhangi bir NATO ülkesine uygulanan şartlardan daha ağır olmamak kaydı ile bu hakları elde etmesi için Türkiye Cumhuriyeti Hükümetine yardım edecektir.

2. Birleşik Devletler Hükümeti, mümkün olan ölçüde ve karşılıklılık esası üzerinden, Türkiye Cumhuriyeti Hükümetine karşı araştırma, geliştirme masrafları ve tekerrür etmeyen üretim masrafları hakkındaki taleplerinden feragat edecektir.

MADDE V

1. Hükümetlerden herbiri, bu Tamamlayıcı Anlaşmayı kendi ülkesindeki ilgili sanayilerin dikkatine sunacak ve uygulanması hususunda gereken şekilde yol gösterecektir. Her iki Hükümet, sanayilerin, gizlilik dereceli bilgilerin güvenliği ve korunmasına ait mevzuata uymasını temin için gereken bütün tedbirleri alacaklardır.

2. Bu Tamamlayıcı Anlaşmanın uygulanması tam sınai katılmayı içerecektir. Buna göre, Hükümetler, kendi tedarik ve ihtiyaç dairelerini, bu Tamamlayıcı Anlaşmanın amaç ve ilkelerinden haberdar edeceklerdir.

MADDE VI

1. Bu Tamamlayıcı Anlaşmanın uygulanmasıyla ilgili olarak verilen her türlü malzeme, plan, şartname ve bilgiler bunları veren Hükümet tarafından güvenlik nedenleriyle gizlilik derecesine tabi tutulduğu ölçüde, diğer Hükümet de eş düşen bir gizlilik derecesini devam ettirecek ve gizlilik derecesi koyan Hükümetin kullandıklarına eşdeğerde güvenlik tedbirleri uygulayacaktır.

2. Bir Hükümetten diğerine, gizli kalmak şartı ile sağlanan bilgiler ya orijinal gizlilik derecesinde kalacak veya diğer Hükümet tarafından gerekli görülecek şekilde, bilgilerin ifşaının önlenmesini temin edecek olan eşdeğer bir gizlilik derecesi tayin edilecektir. Arzu edilen korumayı sağlamada yardımcı olmak üzere, Hükümetlerden herbiri, verilen bu çeşit bilgileri, bilginin kaynağını, bilginin bu Tamamlayıcı Anlaşmayla ilgili olduğunu ve gizli kaydıyla verildiğini gösteren bir ifadeyle işaretleyecektir.

MADDE VII

Bu Anlaşma, karşılıklı mutabık kalınan programlar uyarınca uygulanacaktır. Bu amaçla, her iki Hükümet, yetkili makamları aracılığı ile uygulama anlaşmaları yapacaklardır. İki Hükümet bu Anlaşma ekinde tanımlanacak programları ve projeleri, Türkiye için, mümkün olan en az masrafla uygulama yollarını arayacaktır.

MADDE VIII

1. Bu Tamamlayıcı Anlaşma başlangıçta beş yıl süreyle geçerli olacak ve bunu müteakip, sona erdirilmediği sürece, yıldan yıla yürürlükte kalmaya devam edecektir. Anlaşma, ilk yürürlük süresinin veya herhangi bir yıllık uzatmanın sonunda, Taraflardan biri diğerine, bu sürenin sona ermesinden en az 90 gün önce sona erdirme hususundaki niyetini yazılı olarak bildirdiği takdirde sona erdirilecektir.

2. Bu Anlaşmanın yorumlanması veya uygulanması hususunda anlaşmazlık doğduğu takdirde, Taraflar meseleyi derhal çözmek amacı ile istişarede bulunacaklardır.

3. Taraflardan herhangi biri, yazılı olarak, bu Anlaşmanın gözden geçirilmesini veya değiştirilmesini önerebilir. Böyle bir durumda, istişareler derhal başlayacaktır. Üç ay içinde sonuç elde edilmezse, Taraflardan her biri günlük yazılı ihbarla Anlaşmayı sona erdirilebilir.

MADDE IX

Bu Tamamlayıcı Anlaşma sona erdiğinde, Anlaşma çerçevesinde imzalanan mukavelelerin uygulanması tamamlanmamışsa, Anlaşmanın hükümleri, sözkonusu mukaveleler için bunlar sona erinceye kadar geçerli olmaya devam edecektir. Anlaşma sona erdirildiği takdirde, I.Maddenin 8. ve 9.fıkraları ile VI. madde, Anlaşmanın yürürlük süresi içinde verilen malzeme ve bilgiler yönünden geçerli olmaya devam edecektir.

MADDE X

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W.SPAIN
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TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

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Dışişleri Bakanı

TÜRKİYE CUMHURİYETİ VE AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETLERİ ARASINDA SAVUNMA SANAYİİ İŞBİRLİĞİ ALANINDA 2 NUMARALI TAMAMLAYICI ANLAŞMANIN EKİ

HALİHAZIRDA ELE ALINMIŞ OLAN PROJELER:

A. Tank-Savar mühimmatı üretimi:

Zırh delici mühimmat yapımı için, ayrı bir üretim hattına gerek vardır. Bu projenin amacı, Türk Silahlı Kuvvetlerinde mevcut silahlar ve daha modern silah tipleri için çukur imlâ ve som zırh mühimmat üretimi yeteneği kazanmaktır.

B. Tapa Üretimi:

Çeşitli tapa tipleri üretmek için yeni tesislere gerek vardır. Bu projenin amacı, mevcut üretim yeteneğini, top mühimmatı, roket ve füze savaş başlıkları, çeşitli bomba ve mayın üretimi için yeni teknoloji ve teçhizat sağlayarak artırmaktır.

C. Sevk Barutu ve Patlayıcı Üretimi:

Sevk barutu üretim yeteneğinde bir artışa gerek vardır. Bu projenin amacı, top mühimmatı ve roket savaş başlığı üretim programlarını desteklemek için çeşitli tipte sevk barutu ve yüksek-patlayıcı üretmektir.

D. Çeşitli Tipte Roket Üretimi:

Çeşitli tipte roket üretmek için mevcut yapım tesislerini teçhizat ve üretim bilgisiyle tamamlamaya gerek vardır. Bu projenin amacı, Türk Ordusu'nun gereksinmelerini karşılamak için roket tipi mühimmat ve roket takviyeli teçhizat yapmak ve sağlamaktır.

E. Uçak Yenileştirme Yeteneklerinin geliştirilmesi ve Tesislerin geliştirilmesi:

Türk Silahlı Kuvvetlerinde mevcut savaş uçaklarını yenileştirme yeteneğini artırmak için plan ve programların geliştirilmesine gerek vardır. Bu projenin amacı, F-4 Fantomlar dahil

olmak üzere mevcut uçaklar için makina , gövde , avionik ve diğer elektronik teçhizatın tam ve kendi kendine yeterli biçimde yenileştirilmesi yeteneği sağlamaktır.

F. Modern bir firkateyn inşaası ve "overhaul" yeteneğinin geliştirilmesi:

Türk Deniz Kuvvetlerinin gereksinimlerine uygun bir modern firkateyn inşaası programı izlenecektir. İnşa faaliyetine muvazi olarak Gölcük Tersanesinin "overhaul" yeteneği arttırılacaktır.

G. Tank Modernizasyon Programı:

Bu projenin amacı , çeşitli temel parçaların Türkiye'de üretilmesi de dahil olmak üzere , mevcut M48 tanklarının M48A3 ve/veya M48A5 tiplerine dönüştürülmesidir.

TÜRKİYE CUMHURİYETİ VE AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETLERİ ARASINDA TESİSLER KONUSUNDA 3 NUMARALI TAMAMLAYICI ANLAŞMA

MADDE I

1. Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasındaki Savunma ve Ekonomik İşbirliği Anlaşmasının V.maddesine uygun olarak, Türkiye Cumhuriyeti Hükümeti, aşağıda belirtilen Türk Silahlı Kuvvetleri tesislerinde müşterek savunma tedbirlerine katılması için Birleşik Devletler Hükümetine izin verir.

- Sinop (elektromanyetik izleme)
- Pirinçlik (radar uyarı uzay izleme)
- İncirlik (hava harekat ve destek)
- Yamanlar (İzmir), Şahintepe (Gemlik), Elmadağ (Ankara), Karataş (Adana), Mahmurdağ (Samsun), Alemdağ (İstanbul), ve Kürecik (Malatya), (Muhabere Yerleri Tesisleri)
- Belbaşı (sismik bilgi toplama)
- Kargaburun (radyo seyrüseferi)

2. Türkiye Cumhuriyeti Hükümeti, ayrıca, Amerika Birleşik Devletleri'nin tesisler dışındaki idari ve destek teşkilat ve faaliyetlerine izin verir. Anılan teşkilat ve faaliyetler bu anlaşmanın ilgili hükümlerine tabi olacaktır.

3. İcabı halinde, bu Tamamlayıcı Anlaşma'da belirlenen gerekler, bunlara ilişkin uygulama anlaşmalarında ayrıntıları ile düzenlenecektir.

MADDE II

1. Ana gayesi bilgi toplama, muhabere veya radyo seyrüseferi olan tesislerde teknik faaliyetler ve bakım hizmetleri Türk ve Amerikan personeli tarafından birlikte yürütülecektir. Taraflarca atanacak personelin dağıtımı ve Türk personelin eğitim ihtiyaçları da dahil olmak üzere, bu işbirliğinin veçheleri, iki Hükümetin yetkili makamlarınca birlikte tesbit edilecektir. Bu işbirliğinin amaçlarına uygun şekilde, Birleşik Devletler Hükümeti, Türk personelin eğitimine imkan sağlayacaktır.

2. Türkiye'deki bu istihbarat toplama tesislerinden elde edilen işlenmemiş veriler de dahil olmak üzere, bütün istihbarat bilgileri, iki Hükümetin yetkili teknik makamlarınca müştereken tesbit edilen düzenlemelere göre her iki Hükümetçe paylaşılacaktır.

3. Türkiye'deki savunma muhabere sisteminin yetenek ve imkanlarından, Türk Silahlı Kuvvetlerinin istifadesini mümkün olduğu kadar artırmak üzere, karşılıklı mutabakatla, düzenlemeler yapılacaktır.

4. ABD ve Türk Makamları, tesislerin bu Anlaşma ile izin verilen faaliyetleri ile diğer askeri ve sivil tesislerin faaliyetlerinin birbirine müdahalesini ve cana ve mala zarar verilmesini önlemek üzere, istişare edeceklerdir.

5. Tesislerdeki teknik faaliyetlerle ilgili olup tesislerin görev yeteneklerini artıracak nitelikteki teçhizatın modernleştirilmesi, artırılması veya ithali Türk Hükümetinin ön iznine tabi olacaktır.

MADDE III

1. Amerika Birleşik Devletleri Hükümeti, her tesise, Birleşik Devletler Kuvvetlerinin Komutanı sıfatı ile ve aynı zamanda Türk Tesis Komutanı ile tek temas noktası olarak görev yapacak bir subay atayacaktır. Türk Tesis Komutanı ve bu şekilde atanan Birleşik Devletler subayı; kendi kuvvetleri ve münhasıran bunlar tarafından kullanılan teçhizat, malzeme ve yerler üzerinde komuta ve kontrol icra ederek, aynı zamanda bunların güvenliğini sağlayacaklar, faaliyetlerin bu Anlaşmanın ruhuna ve hükümlerine uygun şekilde yürütülmesini sağlamak için yakın temas ve işbirliğini sürdürecekler ve Tesis'deki faaliyet ve teknik işletmenin, bu Anlaşma hükümlerine uygun olarak yürütülmesini sağlamaktan sorumlu olacaklardır.

2. Birleşik Devletler Kuvvetleri veya Birleşik Devletler Kuvvetlerinin müteahhitleri tarafından çalıştırılan Türk sivil personel, kendi işverenlerinin denetim, sorumluluk ve yönetimi altında olacaklardır.

3. Türk Tesis Komutanı, bu maddenin 1.fıkrası ile bu Anlaşmanın II.maddesinin 1.fıkrasına göre mutabık kalınmış düzenlemelere uygun olarak, çevre güvenliği de dahil olmak üzere, tesisin bir bütün olarak güvenlik ve düzeninden ve mahalli Türk makamları ile ilişkilerden sorumludur.

4. Tesislere giriş, Tesis Komutanının denetimi altında olacaktır. Birleşik Devletler Kuvvetleri ve sivil unsurunun ve bunun yanısıra Birleşik Devletler Kuvvetleri müteahhitlerinin, bu müteahhitler yanında çalışanların ve çalışan Türk sivillerinin ve bunların araçlarının tesise girişleri, yetkili Birleşik

Devletler Makamlarının talebi Üzerine yetkili Türk makamlarınca verilecek standart bir tanıtma kartı ile olacaktır. Anılan tanıtma kartları bu Anlaşma kapsamına giren bütün tesisler için geçerli olacaktır. Tanıtma kartı verilmesini bekleyen ve geçici görevli personel, tesise, resmi emirlere ve Birleşik Devletler tanıtma kartına dayanarak gireceklerdir. Yetki verilen yakınlar ve resmi ziyaretçiler, tesise, resmi Türk veya Birleşik Devletler tanıtma kartları ile girebileceklerdir. Tesislere giriş için gereken ayrıntılı uygulama düzenlemeleri, tesislere girişe ilişkin usuller hakkındaki bir direktifte yer alacaktır.

5. Tesisteki Birleşik Devletler Kuvvetlerinin karargahında Amerikan bayrağı çekilebilir.

6. Tesis Komutanı, bu Maddenin hükümlerine uygun olarak, tesisin bütününe uygulanacak yönergeler çıkarabilir.

MADDE IV

Amaç, görev, konum, tesis planı, silah ve mühimmat kadroları, ana teçhizat kalemleri kadroları ve ABD kuvvet ve sivil unsur personel kadrolarına ilişkin ayrıntılar karşılıklı mutabakatla tesbit edilecektir. Böylece izin verilen kuvvet ve kadro miktarlarındaki artışlar, yetkili Türk makamlarının ön iznine tabi olacaktır. Birleşik Devletler Hükümetinin yetkili makamları, Türkiye Cumhuriyeti Hükümetinin yetkili makamlarına, Türk sivil personeli de dahil olmak üzere, tesislerden herbirine atanmış bulunan personel miktarları ile görev teşkilatları hakkında, üç ayda bir rapor vereceklerdir. Taraflar, personel atama işlemleri nedeni ile, zaman zaman, izin verilen personel kadro miktarının geçici olarak aşılabileceğini kabul ederler.

MADDE V

1. 19 Haziran 1951 tarihli "Kuzey Atlantik Andlaşmasına Taraf Devletler Arasında Kuvvetlerin Statüsüne Dair Sözleşme" hükümleri uyarınca, Birleşik Devletler Hükümeti, kuvvetleri için gereken teçhizatı ve makul miktarlarda yiyecek, ikmal maddeleri ve diğer eşyaları, münhasıran Birleşik Devletler Kuvvetleri, mensupları, sivil unsuru ve yakınları tarafından kullanılmak üzere, Türkiye'ye ithal veya Türkiye'den ihraç edebilir. Bu ithal ve ihraçları, ABD yetkilileri Türk yetkililerine manifesto ile bildirecektir.

2. Teçhizat ana kalemleri ile silah ve mühimmatın Türkiye'ye ithali ve Türkiye içinde kesin yer değiştirmesi, yetkili Türk Makamlarının ön iznine tabi olacak ve silâh ve mühimmatın Türkiye içinde yer değiştirmeleri karşılıklı mutabık kalınacak güvenlik ve koruma tedbirleri altında yapılacaktır. Silah ve mühimmatın ve gizli nitelikteki teçhizat ve malzemenin gümrük denetimi için özel usuller konacaktır.

3. Modernleştirme sonucu değiştirilmek üzere belirlenecek teçhizat da dahil olmak üzere, bir tesisin işletilmesi için ihtiyaç duyulan silah ve mühimmat ile teçhizat ana kalemleri, ön bildirim yapılmadan Türkiye'den çıkartılmayacaktır.

4. Taraflardan biri tesislerdeki faaliyetini sona erdirmeden veya kendi yeteneklerini önemli ölçüde azaltmadan önce, her iki Tarafın yetkili makamları aralarında istişare edeceklerdir.

MADDE VI

Bu Anlaşma amaçlarına uygun olarak, Birleşik Devletler Hükümetince ihtiyaç duyulan malzeme, teçhizat, ikmal maddeleri, hizmetler ve sivil el emeği, mümkün olan en geniş ölçüde Türkiye'den sağlanacaktır.

MADDE VII

1. Bu Anlaşmanın amaçlarına uygun olarak Türkiye Cumhuriyeti Hükümeti tarafından tahsis edilmiş ıslahat, tesisat, irtifak ve geçit hakları dahil, devlet mülkiyetindeki arazi kendisinden herhangi bir bedel istenmeksizin veya talebe yol açmaksızın Birleşik Devletler Hükümetince kullanılmaya devam olunacaktır. Bu madde, bu arazi sahalarının, ıslahat, tesisat, irtifak ve geçit haklarının mülkiyetinin Birleşik Devletler'e verildiği şeklinde yorumlanmayacak ve bu Anlaşmanın amaçlarına uygun olarak Birleşik Devletler Hükümetine belirli mülkleri sağlayan mevcut özel kira mukavelelerinin hükümlerini etkilemeyecektir.

2. Bu Anlaşmanın amaçlarına uygun olarak Türkiye Cumhuriyeti Hükümetince Birleşik Devletler Hükümetine tahsis edilen arazi sahaları üzerinde, Birleşik Devletler tarafından veya onun adına inşa veya tesis edilen bütün taşınmaz mallar, toprağa bağlı mallar dahil olmak üzere, inşa veya tesis tarihlerinden itibaren Türkiye Cumhuriyeti Hükümetinin malı olacak ve Türk yetkililerince Birleşik Devletler Hükümetine ve onun personeline bu Anlaşma amaçlarına uygun olarak sözkonusu malları kullanma hususunda verilen yetkiye halel getirmeksizin, bu şekilde tescil olunacaktır. Bu tür taşınmaz malların Birleşik Devletler tarafından kullanımının kat'i sona ermesini müteakip, sözkonusu kullanım hakkı, geçmiş uygulamalar dikkate alınarak eğer varsa, karşılıklı saptanacak bakiye değerini Birleşik Devletler Hükümetine tazmin edecek olan Türkiye Cumhuriyeti Hükümetine devredilecektir. Sözkonusu mallara, temel tesisat sistemleri ve binalara sürekli olarak eklenmiş veya yerleştirilmiş diğer sabit eşya da dahil olacaktır.

3. Türkiye Cumhuriyeti Hükümeti, Birleşik Devletler Hükümeti tarafından veya onun adına bu Anlaşmanın amaçları için Türkiye'ye ithal edilen veya Türkiye'den temin olunan her çeşit teçhizat, malzeme ve ikmal maddeleri, Birleşik Devletler Hükümeti tarafından elden çıkarıldığı takdirde, mutabık kalınacak düzenlemelere uygun olarak, öncelikle iktisap hakkını haiz olacaktır.

4. Tesislerde yeni binaların veya toprağa bağlı diğer malların inşası ve mevcut binaların temel yapısını değiştiren yıkma, sökme, tadilat ve modernleştirme yetkili Türk makamlarının ön iznine tabi olacaktır.

MADDE VIII

1. Münhasıran Türkiye tarafından yürütülen faaliyetler için kullanılan veya Türk personeli tarafından kullanılan mahaller hariç, tesislerin işletme ve bakım masrafları ve tesislerde karşılıklı olarak mutabık kalınmış inşaat, modernleştirme, tadil ve onarım masrafları Birleşik Devletler Hükümetince karşılanacaktır.

2. Taraflardan herbiri kendi personel masraflarını ödeyecektir.

3. Birleşik Devletler Hükümetince talep edilen ve Türkiye Cumhuriyeti Hükümetince tesislerin çevresine kadar götürülmesi sağlanan mahalli kolaylıkların tesise iletilmesi masrafları Birleşik Devletler Hükümetince karşılanır.

MADDE IX

1. NATO savunma planlarını desteklemek üzere, İncirlik Tesisinde konuşlandırılmasına izin verilen Birleşik Devletler

rotasyon filosu uçaklarının ve bunların destek birliklerinin ve bu Anlaşmanın I. maddesinin 1. ve 2. fıkraları uyarınca izin verilen faaliyetleri destekleyen uçakların Türkiye'ye geliş ve gidişleri ile faaliyetleri, uygulama anlaşmalarına uygun olarak yürütülecektir. Bu Anlaşmalar ayrıca aşağıdaki hususları kapsayacaktır:

A) İncirlik Tesisinin ortak kullanımı ve hava trafik kontrol hizmetlerinin sağlanması usulleri,

B) İncirlik'teki rotasyon filosu uçaklarının eğitimine ait usuller.

2. NATO planlarını destekleyen ilave eğitime ait usuller tesbit edilecektir. Bu eğitimin uygulanması ayrı protokoller yoluyla gerçekleştirilecektir.

3. Bu faaliyetleri destekleyen uçaklar sözkonusu faaliyetlere hizmet eden muayyen askeri ve sivil havaalanlarına ineceklerdir. Bu faaliyetlerle ilgili olarak hareket eden ikmal gemileri Türkiye Cumhuriyeti Hükümetince izin verilen Türk Limanlarına gireceklerdir.

4. Birleşik Devletler uçaklarının Türkiye'ye gelişi, gidişi ve tesisler arası uçuşlarını kolaylaştırmak için bu Anlaşmaya uygun hükümler getirilecektir.

MADDE X

Montreux Sözleşmesinin hükümleri saklıdır.

MADDE XI

I. maddenin 1. fıkrasında belirtilen tesisler yetkili Türk makamlarının denetimine tabidir. Sözkonusu denetlemeler Tarafların

yetkili makamları arasındaki, karşılıklı olarak tatminkâr idari düzenlemelere dayanacaktır.

MADDE XII

Bu Anlaşma'daki hiçbir husus, Türkiye Cumhuriyeti Hükümeti'nin, olağanüstü durumlarda milli varlığını korumak için, uluslararası hukuka uygun olarak, gerekli kısıtlayıcı tedbirleri almak hususundaki doğal hakkını haleldar edemez,

MADDE XIII

1. Bu Anlaşma, yürürlüğe giriş tarihinden itibaren beş yıl süre ile geçerli olacaktır. Taraflardan biri bu ilk beş yıllık sürenin bitiminden üç ay önce bu Anlaşmanın feshini ihbar etmediği takdirde, Tarafların mutabakatı ile yahut müteakip her yılın bitiminden üç ay önce Taraflardan birinin fesih ihbarında bulunması sureti ile sona erdirilinceye kadar birer yıl süreyle yürürlükte kalmaya devam edecektir.

2. Bu Anlaşmanın sona ermesi halinde, Birleşik Devletler Hükümeti, hukuken sona erme tarihini takip eden bir yıl içinde, geri çekme ve tasfiye işlemlerini tamamlayacaktır. Bu Anlaşma sözkonusu geri çekme ve tasfiye amacı için yürürlükte addolunacaktır.

MADDE XIV

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W. SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Hayrettin ERKMEN
Dışişleri Bakanı

3 NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASI'NA
I NUMARALI EK SİNOP TESİSİ UYGULAMA ANLAŞMASI

I- Giriş :

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükûmetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım :

Bu ekin amaçlarına uygun olarak Sinop Tesisi aşağıdakileri kapsayan bir bütündür.

1. Sinop İstasyonu,
2. Hipodrom Mevki,
3. 6 Numaralı Sinop su kuyusu,
4. Sinop Havaalanı,

III- Amaç :

Bu ekin amacı Sinop Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev :

Birleşik Devletler Hükûmetinin, elektromanyetik yayınların izlenmesi, kaydedilmesi ve analiz edilmesi ve ilgili destek faaliyetlerinin yürütülmesi ve idame ettirilmesi amacıyla Sinop Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı :

Bu ekin II.maddesinde tanımlanan Sinop Tesisinin tümüne ait güncel ana plan, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları :

Tesisde bulundurulmasına izin verilen silah ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri :

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları :

İşbu verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri :

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları, ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme :

1. Ana görev faaliyetleri ve ilgili bakım hizmetleri ortaklaşa yürütülecektir ve bu faaliyetler neticesinde elde edilen bilgiler, bu ekle beraber bulundurulacak Sinop'taki ortak teknik işletme konusundaki "Teknik Düzenleme" hükümlerine uygun olarak taraflarca müştereken paylaşılacaktır.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi Sinop Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilat Şeması :

Bu ekin II.maddesinde belirtilen Sinop Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numaraları, isimleri ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler :

1. Sinop'ta tarafların Anlaşmanın III.maddesi 1.fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat muhtıralarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, kendi üst makamlarının yetkisi dahilinde olacaktır.

kiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlıyacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askerî Yetkililerine rapor edilecektir.

8. İlgili Askerî Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce, veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askerî Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askerî Yetkililer, Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği :

1. Sinop'daki ilgili Askerî Yetkililerden herbiri, münhasıran kendi millî makamı tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III.maddesinin 3.fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlıyacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek araç hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri :

1. Tesisin idarî ve lojistik desteğini sağlamak için Birleşik Devletler idarî ve destek uçaklarının Sinop hava meydanında konuşlanmasına ve bu meydanı kullanmasına izin verilmiştir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden, yeteri kadar boş yer bulunduğu takdirde, diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait spertif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre diğer taraf personelince de kullanılabilir.

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W. SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Necdet ÖZTORUN
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3 NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASI'NA 2 NUMARALI EK PİRİNÇLİK TESİSİ UYGULAMA ANLAŞMASI

I- Giriş :

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükûmetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım :

Bu ekin amaçlarına uygun olarak, Pirinçlik Tesisi aşağıdakileri kapsayan bir bütündür.

1. Pirinçlik İstasyonu,
2. 106 numaralı Tropo Muhabere Tesisi.

III- Amaç :

Bu ekin amacı Pirinçlik Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev :

Birleşik Devletler Hükûmetinin, uzay araçlarını tesbit, teşhis, izlemek ve bunlar hakkında bilgi toplamak ve uydu muhabere terminali işletilmesi dahil diğer ilgili destek faaliyetlerini yürütmek için Pirinçlik Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı :

Bu ekin II. maddesinde tanımlanan Pirinçlik Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları :

Tesisde bulundurulmasına izin verilen silah ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri :

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları :

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri :

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları, ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme :

1. Ana görev faaliyetleri ve ilgili bakım hizmetleri ortaklaşa yürütülecektir ve bu faaliyetler neticesinde elde edilen bilgiler, bu ekle beraber bulundurulacak Pirinçlik'teki ortak tekni işletme konusundaki "Teknik Düzenleme" hükümlerine uygun olarak taraflarca müştereken paylaşılacaktır.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi Pirinçlik Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilat Şeması :

Bu ekin II. maddesinde belirtilen Pirinçlik Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numaraları, isimleri ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler :

1. Pirinçlik'te tarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara

uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlıyacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlıyacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâlı görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce, veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddelcri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer, Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği :

1. Pirinçlik'teki ilgili Askeri Yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis komutanı, güvenliğe yönelik tehditleri karşılamak üzere anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk Personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletlerin personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek araç hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri :

1. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden, yeteri kadar boş yer bulunduğu takdirde, diğer taraf personelince de faydalanılabilir.

2. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre diğer taraf personelince de kullanılabilir.

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1960 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W. SPAIN
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ÜÇ NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASINA

ÜÇ NUMARALI EK İNCİRLİK TESİSİ UYGULAMA ANLAŞMASI

I. Giriş.

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II. Tanım.

İncirlik Tesisi aşağıdakileri kapsayan bir bütün halinde bu ekin amaçları içine girer.

1. İncirlik Hava Üssü.
2. Yumurtalık akaryakıt tesisi ve bu tesisi İncirlik Hava Üssüne bağlayan boru hattı.
3. İskenderun limanındaki kolaylıklar.
4. Adana su kuyusu ve bunu İncirlik Hava Üssüne bağlayan boru hattı.
5. İncirlik Hava Üssü ve Ceyhan nehri arasındaki kanalizasyon sistemi.

III. Amaç.

Bu ekin amacı, İncirlik Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV. Görev.

Birleşik Devletler Hükümetinin, onaylanmış NATO planlarını destekleyen 401. Taktik Av Grubundan iki filonun ve bununla ilgili destek elemanlarının rotasyon esasına göre İncirlik'e intikal etmesi, bu filoların uçuş personelinin eğitimi, burada

görevlendirilen ve diğer destek uçaklarını bulundurması, Anlaşmanın I.maddesinin 1. ve 2.fıkraları ile izin verilen idari, lojistik, muhabere ve genel destek faaliyetleri için destek kolaylıklarını işletme ve idamesi, ve NATO Savunma Plânlarını destekleyen Avrupa'daki diğer ABD Hava Kuvvetleri Birliklerine ait uçakların eğitim dönemleri için İncirlik'e intikal etmesi amacıyla İncirlikteki faaliyetlere katılmasına izin verilmiştir.

V. Tesis Plânı.

Bu ekin II.maddesinde tanımlanan İncirlik Tesisinin tümüne ait güncel ana plânı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI. Silâh ve Mühimmat Kadroları.

Tesisde bulundurulmasına izin verilen silâh ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII. Ana Teçhizat Kalemleri.

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII. ABD Kuvvet ve Sivil Unsur Personel Kadroları.

İzin verilen ABD Kuvvet ve Sivil Unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX. ABD Sözleşmeli ve Türk Sivil İşçileri.

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X. Ortak Teknik İşletilme.

1. İncirlik Hava Üssü Uçuş Kulesindeki görevler ve İncirlik Yaklaşma Kontroldaki görevler, bu ekin lahikasında belirtilen hükümlere uygun olarak müştereken yürütülecektir.

2. Bir tarafın subayları, talep edildiğinde diğer tarafın personeline ait görev müessiriyet raporu verecektir.

XI. Görev Teşkilat Şeması.

Bu ekin II. maddesinde tanımlanan İncirlik Tesisi bütünü içindeki Birleşik Devletler Kuvvetlerinin güncel görev teşkilat şeması bu ekle birlikte muhafaza edilecek ve burada gösterilen müfrezelerin numaralarını, adlarını ve görevlerini içerecektir.

XII. Sorumluluklar ve İlişkiler.

1. İncirlikte Anlaşmanın III. maddesi 1. fıkrasında belirtilen, Tarafların ilgili askeri yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektiğinde Türk sivil ve

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askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve Birleşik Devletler personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlali görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme ve tesiste sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce, veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer, Anlaşmanın VII.maddesinin 3.fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII. Tesis Güvenliği.

1. İncirlik'teki ilgili Askeri Yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III.maddesinin 3.fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolu konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler makamlarınca verilecek araç hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV. Ortak Kullanım Düzenlemeleri.

1. Türk ve Birleşik Devletler Kuvvetleri, İncirlik Hava Üssündeki uçuş kolaylıklarının kullanımını paylaşacaklardır. Hava trafik hizmetlerinden ortak yararlanmaya ait usuller, bu

ekin lahikasında belirtilmiştir.

2. Birleşik Devletler taktik ve destek uçaklarının İncirlik Hava Üssüne intikalinin kapsamı ve usulleri, mutabık kalınan ve bu ekle birlikte muhafaza edilecek olan Hava Harekatına dair Teknik Düzenlemede belirtilmiştir.

3. Her iki Tarafın uçuş faaliyetleri, aynı yerel uçuş talimat ve usullerine uygun olacak ve bunlar Tarafların kendi Meydan Harekat odalarında bulundurulacaktır.

4. Petrol, yakıt ve yağları (POL) konusunda, Taraflarca birbirlerine karşılıklı yapılacak hizmetler hakkındaki düzenlemeler karşılıklı mutabık kalınmış ve bu Ek'le birlikte muhafaza edilecek olan Teknik Düzenlemede gösterildiği gibidir.

5. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden, yeteri kadar yer bulunduğu takdirde, diğer Taraf personelince de faydalanılabilir.

6. Taraflardan birine ait sportif ve sosyal tesisler, karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak düzenlemelere göre diğer Taraf personelince de kullanılabilir.

XV. Bu ek, aşağıda sayılan Anlaşmaların yerini alır:

1. Türk Hava Kuvvetleri - ABD Hava Kuvvetleri Müşterek Talimatı. 6 Aralık 1954
2. 6 Aralık 1954 tarihli Türk Hava Kuvvetleri - ABD Hava Kuvvetleri Müşterek Talimatını Tadil eden nota teatisi. 3 Mart 1956
3. Türk ve Amerikan Garnizon Komutanları Müşterek Talimatı nota teatisi. 2 Ocak 1957
4. İncirlik Türk - ABD Komutanları Arasında Anlaşma Muhtırası. 20 Temmuz 1960
5. İncirlik Hava Üssü Komutanları Arasında Anlaşma.26 Haziran 1961.

6. İncirlik Meydanında Türk Hava Kuvvetleri Komutanlığı uçaklarına yapılan JP-4 Yakıt İkmal Protokolu. 30 Ocak 1964
7. İncirlik'teki eğitim sahaları Protokolu. 1 Temmuz 1964
8. Birleşik Devletler Rotasyon Filolarının Konya Hava-Yer Atış Sahasından İstifadesine Dair Protokol. 17 Ağustos 1967
9. Türk Hava Kuvvetleri ile JUSMMAT arasında Konya Hava-Yer Atış Sahasının ve Adana Hava-Hava Atış Sahasının USAFE Birlikleri Tarafından Kullanılmasına Dair "Türk Atış Sahaları Protokolu". 3 Ağustos 1977
10. Amerika Birleşik Devletleri ile Türkiye Cumhuriyeti arasında 23 Haziran 1954 tarihinde nota teatisi suretiyle yapılan Askeri Kolaylıklar Anlaşması hükümlerine tevfikan Hava Teknik Anlaşması.

6 Aralık 1954

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W. SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Necdet ÖZTORUN
Korgeneral
Genkur.Gn.P.P.Bşk.

İNCİRLİK UYGULAMA ALIŞMASINA EK
ADANA ASKERİ TERMİNAL KONTROL SAHASI İÇİNDE
HAVA TRAFİK HİZMETLERİNE AİT USULLER:

1. Amaç:

Bu ek, Adana Askeri Terminal Kontrol sahası içinde hava trafik kontrolunun uygulanmasına, İncirlik Kulesi ve Yaklaşma Kontrolunun ortak işletilmesine ve İncirlik Hava Üssünde hava trafik hizmetlerinden ortaklaşa yararlanılmasına dair sorumlulukları ve usulleri tesbit eder.

2. Tanim:

Adana termi al kontrol sahası (ATCA), merkezi İncirlik Tacan'ın oluşturduğu (3700 N-3526E) yarıçapı 50 deniz millik saha olup, İncirlik Hava Üssünü ve Adana Sivil Hava Alanını (Şakir Paşa) içerir.

3. Hava Trafik Kontrolu:

A- Türkiye'deki genel hava trafik kontrolu, Türkiye Cumhuriyeti Hükümetinin sorumluluğundadır.

I- Adana Sivil Hava Alanı ve İncirlik Hava Üssü için yaklaşma kontrol hizmetleri, İncirlik Yaklaşma Kontrolu tarafından sağlanır. Adana Sivil Hava Alanı ve İncirlik Hava Üssünde VFR trafik kontrolü, sivil alan için Adana Kulesi ve İncirlik Üssü içinde İncirlik Kulesi tarafından yapılır.

C- Adana ATCA içinde IFR uçuşların kontrolu ve Adana Sivil Hava Alanı ile İncirlik Hava Üssü kontrol bölgeleri içinde VFR uçuşların kontrolüne ilişkin usuller, ICAO mevzuatına, Türk Havacılık Bilgileri Yayınları (AIP) hükümlerine ve diğer ilgili yönergelere uygun olacaktır.

D- Mevkalâde haller ve ICAO yayınlarında belirlenen öncelikler harlç, hava trafiğine "ilk gelene ilk hizmet" ilkesi uygulanacaktır.

E- VFR ti[illegible] ve I F yaklaşma ve kalkış planlarındaki geliştirme ve değişiklikler, İncirlik'teki ilgili askeri yetkililer tarafından müştereken yapılacak ve Türk Hava Kuvvetleri Komutanlığınca onayı ve yayınlanmasından sonra uygulanacaktır.

4. İncirlik Kulesi ve yaklaşma kontrolunun ortak işletilmesi.

A- Tesis Komutanının sorumlu bulunduğu İncirlik Kulesi ve İncirlik Yaklaşma Kontrolunun görevleri, Türk ve Birleşik Devletler personeli tarafından aşağıda belirtildiği şekilde müştereken yürütülecektir.

(1) Birleşik Devletler personeli, Birleşik Devletler Kuvvetleri için kiralanan sivil AED uçakları dahil, AED askeri uçaklarının kontrolundan sorumlu ve yetkilidir.

(2) Türk personel, diğer bütün uçakların kontrolundan sorumludur.

B- İncirlik Kulesi ve Yaklaşma Kontrolu ortak işletilmesine katılan Türk personelin görev yerleri kadrosu ilişiktedir.

5. İncirlik Hava Üssündeki Hava Trafik Hizmetlerinin Ortak Kullanılması:

İncirlik Hava Üssünde, hava trafik ve yer faaliyetlerinin kontrol ve emniyeti için tesis edilmiş olan teçhizat, tesis ve kolaylıklara ilişkin hizmetlerden hem Türk Hava Kuvvetleri, hem de Birleşik Devletler Kuvvetleri istifade edecektir.

6. Mutabakat Mektupları:

Adana MTCA içinde sür'atli ve güvenli hava trafik hizmetleri yürütülmesi için gerekli yakın koordinasyonu kolaylaştırmak üzere bu Anlaşmanın yürürlüğe girmesinden itibaren 6 ay içinde, aşağıdaki konuları kapsayan mutabakat mektupları düzenlenecek ve

ilgili Türk ve Birleşik Devletler makamlarınca onaylandıktan sonra, ilgili askeri yetkililer tarafından uygulanacaktır. Bu konularin herhangi birini kapsayan cari düzenlemeler, yerini yenisine [illegible] yürürlükte kalacaktır.

A- Türk ve Birleşik Devletler hava trafik kontrol personelinin sorumlulukları ve yetkileri.

B- İncirlik Kulesi, Yaklaşma Kontrol ve GCA arasında koordinasyon.

C- İncirlik Kulesi/Yaklaşma Kontrolu ve Adana Sivil Havaalanı arasında koordinasyon.

D- İncirlik Kulesi/Yaklaşma Kontrolu ve Ankara Hava Trafik kontrol merkezi arasında koordinasyon.

E- Türk ve Birleşik Devletler meydan harekât hizmetlerine ait sorumluluklar ve bunlar arasındaki koordinasyon.

F- Meteorolojik bilgilerin sağlanması usulleri.

G- Uçaklar için hava trafik kontrol öncelikleri.

H- Havaalanı [illegible] ve kolaylıklarının ortak kullanımı için usuller ve sorumluluklar.

3 NUMARALI TESISLER TAMAMLAYICI ANLAŞMASI'NA
4(A) NUMARALI EK YAMANLAR MUHABERE YERI
TESISI UYGULAMA ANLAŞMASI

I- Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşması'na ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım:

Yamanlar Tesisi, Yamanlar İstasyonu ve buna bağlı su ve kanalizasyon sistemlerini içeren bir bütün halinde bu ekin amaçları içine girer.

III- Amaç:

Bu ekin amacı Yamanlar Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkilleri ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parçası olarak muhabere teçhizatı işletmek, idame ettirmek ve ilgili destek faaliyetlerini yürütmek için Yamanlar Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı:

Bu ekin II. maddesinde tanımlanan Yamanlar Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silâh ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri:

İzin verilen ana techizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme:

1. Teknik faaliyetler ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek olan Muhabere Teknik Düzenlemesi hükümlerine uygun olarak taraflarca müştereken yürütülecektir.

2. Ortak teknik işletmeye katılacak TÜrk personel görev yeri kadroları, ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi, Yamanlar Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde, diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilatı Şeması:

Bu ekin II. maddesinde tanımlanan Yamanlar Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler:

1. Yamanlar'da Tarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği:

1. Yunanlar'daki ilgili askeri yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazirlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri:

1. Türk Silâhlı Kuvvetlerinin, Türkiye'deki Birleşik Devletler Savunma Muhabere sisteminden yararlanması, muhabere teknik düzenlemesi hükümlerine uygun olarak yürütülecektir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden yeteri kadar boş yer bulunduğu takdirde diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre, diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29. günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

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3 NUMARALI TESISLER TAMAMLAYICI ANLAŞMASI'NA
4(B) NUMARALI EK ŞAHINTEPE MUHABERE YERI
TESISI UYGULAMA ANLAŞMASI

I- Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşması'na ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım:

Şahintepe Tesisi, Şahintepe İstasyonu ve buna bağlı su ve kanalizasyon sistemlerini içeren bir bütün halinde bu ekin amaçları içine girer.

III- Amaç:

Bu ekin amacı Şahintepe Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkil ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parça olarak muhabere teçhizatı işletmek, idame ettirmek ve ilgili destek faaliyetlerini yürütmek için Şahintepe Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı:

Bu ekin II. maddesinde tanımlanan Şahintepe Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silâh ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri:

İzin verilen ana techizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme:

1. Teknik faaliyetler ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek olan Muhabere Teknik Düzenlemesi hükümlerine uygun olarak taraflarca müştereken yürütülecektir.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları, ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi, Şahintepe Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde, diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilatı Şeması:

Bu ekin II. maddesinde tanımlanan Şahintepe Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler:

1.Şahintepe'deTarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi Üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi Üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği:

1. Şahintepe'deki ilgili askeri yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri:

1. Türk Silâhlı Kuvvetlerinin, Türkiye'deki Birleşik Devletler Savunma Muhabere sisteminden yararlanması, muhabere teknik düzenlemesi hükümlerine uygun olarak yürütülecektir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden yeteri kadar boş yer bulunduğu takdirde diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre, diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÖKÜMETİ ADINA

James W.SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÖKÜMETİ ADINA

Necdet ÖZTORUN
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3 NUMARALI TESISLER TAMAMLAYICI ANLAŞMASI'NA
4(C) NUMARALI EK ELMADAG MUHABERE YERI
TESISI UYGULAMA ANLAŞMASI

I- Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşması'na ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım:

Elmadağ Tesisi, Elmadağ İstasyonu ve buna bağlı su ve kanalizasyon sistemlerini içeren bir bütün halinde bu ekin amaçları içine girer.

III- Amaç:

Bu ekin amacı Elmadağ Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkille ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parçası olarak muhabere teçhizatı işletmek, idame ettirmek ve ilgili destek faaliyetlerini yürütmek için Elmadağ Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı:

Bu ekin II. maddesinde tanımlanan Elmadağ Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silâh ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri:

İzin verilen ana techizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme:

1. Teknik faaliyetler ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek olan Muhabere Teknik Düzenlemesi hükümlerine uygun olarak taraflarca müştereken yürütülecektir.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları, ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi, Elmadağ Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde, diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilatı Şeması:

Bu ekin II. maddesinde tanımlanan Elmadağ Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler:

1. Elmadağ'da Tarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askerî Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askerî Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği:

1. Elmadağ'daki ilgili askeri yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri:

1. Türk Silâhlı Kuvvetlerinin, Türkiye'deki Birleşik Devletler Savunma Muhabere sisteminden yararlanması, muhabere teknik düzenlemesi hükümlerine uygun olarak yürütülecektir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden yeteri kadar boş yer bulunduğu takdirde diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre, diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÖKÜMETİ ADINA

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TÜRKİYE CUMHURİYETİ HÖKÜMETİ ADINA

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3 NUMARALI TESISLER TAMAMLAYICI ANLAŞMASI'NA
4(D) NUMARALI EK KARATAŞ MUHABERE YERI
TESISI UYGULAMA ANLAŞMASI

I- Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşması'na ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım:

Karataş Tesisi, Karataş İstasyonu ve buna bağlı su ve kanalizasyon sistemlerini içeren bir bütün halinde bu ekin amaçları içine girer.

III- Amaç:

Bu ekin amacı Karataş Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkilleri ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parçası olarak muhabere teçhizatı işletmek, idame ettirmek ve ilgili destek faaliyetlerini yürütmek için Karataş Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı:

Bu ekin II. maddesinde tanımlanan Karataş Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silâh ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri:

İzin verilen ana techizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme:

1. Teknik faaliyetler ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek olan Muhabere Teknik Düzenlemesi hükümlerine uygun olarak taraflarca müştereken yürütülecektir.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları, ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak Üzere atanan Türk personelin görev başı eğitimi, Karataş Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde, diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilatı Şeması:

Bu ekin II. maddesinde tanımlanan Karataş Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler:

1. Karataş'taTarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği:

1. Karataş'taki ilgili askeri yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri:

1. Türk Silâhlı Kuvvetlerinin, Türkiye'deki Birleşik Devletler Savunma Muhabere sisteminden yararlanması, muhabere teknik düzenlemesi hükümlerine uygun olarak yürütülecektir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden yeteri kadar boş yer bulunduğu takdirde diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre, diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HOKOMETİ ADINA

James W.SPAIN
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3 NUMARALI TESISLER TAMAMLAYICI ANLAŞMASI'NA
4(E) NUMARALI EK MAHMURDAĞ MUHABERE YERI
TESISI UYGULAMA ANLAŞMASI

I- Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşması'na ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım:

Mahmurdağ Tesisi, Mahmurdağ İstasyonu ve buna bağlı su ve kanalizasyon sistemlerini içeren bir bütün halinde bu ekin amaçları içine girer.

III- Amaç:

Bu ekin amacı Mahmurdağ Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkiller ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parçası olarak muhabere teçhizatı işletmek, idame ettirmek ve ilgili destek faaliyetlerini yürütmek için Mahmurdağ Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı:

Bu ekin II. maddesinde tanımlanan Mahmurdağ Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafî koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silâh ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri:

İzin verilen ana techizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme:

1. Teknik faaliyetler ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek olan Muhabere Teknik Düzenlemesi hükümlerine uygun olarak taraflarca müştereken yürütülecektir.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları, ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi, Mahmurdağ Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde, diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilatı Şeması:

Bu ekin II. maddesinde tanımlanan Mahmurdağ Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler:

1. Mahmurdağ'da Tarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği:

1. Mahmurdağ'daki ilgili askeri yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri:

1. Türk Silâhlı Kuvvetlerinin, Türkiye'deki Birleşik Devletler Savunma Muhabere sisteminden yararlanması, muhabere teknik düzenlemesi hükümlerine uygun olarak yürütülecektir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden yeteri kadar boş yer bulunduğu takdirde diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre, diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÖKÜMETİ ADINA

James W.SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÖKÜMETİ ADINA

Necdet ÖZTORUN
Korgeneral
Genkur.Gn.P.P.Bşk.

3 NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASINA
4(F) NUMARALI EK ALEMDAĞ MUHABERE YERİ
TESİSİ UYGULAMA ANLAŞMASI

I. Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II. Tanım:

Alemdağ Tesisi, 15. Hava Üssü içerisinde bir mahal olarak bu ekin amaçları içine girer.

III. Amaç:

Bu ekin amacı Alemdağ Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektedir.

IV. Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkilleri ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parçası olarak muhabere teçhizatı işletmek idame ettirmek ve yan destek faaliyetlerini yürütmek için Alemdağ Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V. Tesis Planı:

Bu ekin II. maddesinde tanımlanan Alemdağ Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI. Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silah ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII. Ana Teçhizat Kalemleri:

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII. ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX. ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları, ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X. Görev Teşkilatı Şeması:

Bu ekin II.maddesinde tanımlanan Alemdağ Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W. SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Necdet ÖZTORUN
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3 NUMARALI TESISLER TAMAMLAYICI ANLAŞMASI'NA
4(G) NUMARALI EK KÜRECIK MUHABERE YERI
TESISI UYGULAMA ANLAŞMASI

I- Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşması'na ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulamasına aittir.

II- Tanım:

Kürecik Tesisi, Kürecik istasyonu ve buna bağlı su ve kanalizasyon sistemlerini içeren bir bütün halinde bu ekin amaçları içine girer.

III- Amaç:

Bu ekin amacı Kürecik Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV- Görev:

Birleşik Devletler Hükümetinin, Anlaşma ile izin verilen Tesisleri, teşkilleri ve faaliyetleri destekleyen Birleşik Devletler Savunma Muhabere Sisteminin bir parçası olarak muhabere teçhizatı işletmek, idame ettirmek ve ilgili destek faaliyetlerini yürütmek için Kürecik Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V- Tesis Planı:

Bu ekin II. maddesinde tanımlanan Kürecik Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI- Silah ve Mühimmat Kadroları:

Tesiste bulundurulmasına izin verilen silah ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII- Ana Teçhizat Kalemleri:

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII- ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX- ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X- Ortak Teknik İşletilme:

1. Teknik faaliyetler ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek olan Muhabere Teknik Düzenlemesi hükümlerine uygun olarak taraflarca müştereken yürütülecektir.

2. Ortak teknik işletmeye katılacak Türk personel görev yeri kadroları, ortak teknik faaliyetler konusundaki teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi, Kürecik Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde, diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI- Görev Teşkilatı Şeması:

Bu ekin II. maddesinde tanımlanan Kürecik Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII- Sorumluluklar ve İlişkiler:

1. Kürecik'teTarafların Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki Tarafın ilgili Askerî Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askerî Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlâli görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme, ve tesisde sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII- Tesis Güvenliği:

1. Kürecik'teki ilgili askeri yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV- Ortak Kullanım Düzenlemeleri:

1. Türk Silâhlı Kuvvetlerinin, Türkiye'deki Birleşik Devletler Savunma Muhabere sisteminden yararlanması, muhabere teknik düzenlemesi hükümlerine uygun olarak yürütülecektir.

2. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden yeteri kadar boş yer bulunduğu takdirde diğer taraf personelince de faydalanılabilir.

3. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre, diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HOKOMETİ ADINA

James W.SPAIN
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TORKİYE CUMHURİYETİ HOKOMETİ ADINA

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3 NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASINA 5
NUMARALI EK, TESİSLER DIŞINDAKİ BİRLEŞİK DEVLETLER
KURULUŞLARI VE FAALİYETLERİ UYGULAMA ANLAŞMASI

I. Giriş :

Bu ek, Türkiye Cumhuriyeti ile Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli, bundan böyle Anlaşma olarak bahsedilecek olan üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulanmasına aittir.

II. Amaç :

Bu Ekin amacı, Anlaşmanın I. maddesi 2. fıkrası uyarınca Türkiye Cumhuriyeti Hükümeti tarafından izin verilen tesisler dışındaki Birleşik Devletler İdarî ve destek kuruluşları ve faaliyetleri için esas ve usulleri düzenlemektir.

III. Esaslar :

1. Birleşik Devletler Askerî Yardım Kurulu (JUSMMAT) Başkanı Birleşik Devletlerin Türkiye'deki tüm askerî kuruluşları ve faaliyetleri ile ilgili olarak Türk Genelkurmay Başkanlığına karşı tek temas noktasıdır. Bu Ek ve Anlaşmaya bağlı diğer Eklerde ihtiyaç duyulan bilgiler, Türk Genelkurmay Başkanlığına JUSMMAT tarafından temin edilecektir.

2. Türkiye Cumhuriyeti Hükümeti, JUSMMAT Karargâhının dış güvenliğini sağlayacak ve bu amaçla bir güvenlik birliği tahsis edecektir.

3. Türk Genelkurmay Başkanlığı, JUSMMAT ile irtibat görevi yapmak üzere, ilgili Türk Genelkurmay Başkanlığı ve JUSMMAT yetkilileri arasında mutabık kalınacak sayıda ve süreler için Türk askerî personeli atayabilir.

4. Hazineye ait arazileri zilyedliği altında bulundurmaya kuruluşlar ve faaliyetler, kamu kuruluşları ile olduğu gibi, mal sahibi gerçek veya tüzel kişilerle mutabık kalınacak kayıt ve şartlarla Türkiye'deki diğer bina ve sahalardan, Türk kanunlarına uygun olarak istifade edebilirler.

5. Anlaşma uyarınca faaliyet gösteren Birleşik Devletler askeri kuruluşlarında çalışan Türk sivil işçilerini ilgilendiren hukuki sorunlarda, sözkonusu Birleşik Devletler Askeri Kuruluşları Türk makamlarının taleplerine karşı uygun işbirliği göstereceklerdir.

IV. Belgelendirme :

1. Görev ve Sorumluluklar :

Sözkonusu Birleşik Devletler İdari ve destek kuruluş ve faaliyetlerinin herbirine ait görev ve sorumlulukları içeren bir liste, bu Ek ile birlikte bulundurulacaktır.

2. Silâh ve Mühimmat Kadroları :

Bu kuruluş ve faaliyetlerde bulundurulmasına izin verilen silâh ve mühimmat kadro seviyelerinin güncel bir listesi, bu Ek ile beraber muhafaza edilecektir.

3. Ana Teçhizat Kalemleri :

Bu kuruluş ve faaliyetler için bulundurulmasına izin verilen ana teçhizat kalemlerinin güncel bir listesi bu Ek ile beraber muhafaza edilecektir.

4. Birleşik Devletler Kuvvet ve Sivil Unsur Kadroları :

Bu kuruluşlara ve faaliyetlere atanmış Birleşik Devletler kuvvet ve sivil unsur personel kadro seviyelerinin güncel bir listesi bu Ekle beraber bulundurulacaktır.

5. Birleşik Devletler Sözleşmeli Personeli ve Türk Sivil İşçiler :

Birleşik Devletler müteahhitlerinin, Birleşik Devletler tabiyetindeki personel ve bu kuruluş ve faaliyetlerde çalışan Türk sivil personel miktarları, Birleşik Devletler makamları tarafından üç ayda bir verilecek Personel Durum Raporlarında gösterilecektir.

6. Görev Teşkilât Şeması :

Sözkonusu Birleşik Devletler kuruluş ve faaliyetlerinin güncel görev teşkilât şemaları, bu Ek ile beraber bulundurulacak ve gerektiğinde, belirtilen müfrezelerin numara ve isimlerini içerecektir.

V. Usuller :

1. Türkçe Kimlik Kartı.

A- Birleşik Devletler ilgili makamları, bütün Birleşik Devletler kuvvet ve sivil unsur mensuplarının Türkiye'ye atanmalarını, Türkçe kimlik kartı verilmesi için, Türkiye'ye gelişlerini müteakip onbeş gün içinde bir müracaat formu göndermek suretiyle Türk Genelkurmay Başkanlığına bildireceklerdir. Şahsın atanma emrinin bir kopyası, müracaat formuna eklenecektir.

B- Bu müracaatın alınmasını müteakip Türk Genelkurmay Başkanlığı onbeş gün içinde, talep edilen kimlik kartını, Birleşik Devletler ilgili makamları vasıtasıyla alâkalı personele gönderecektir.

C- Kartın kaybedilmesi halinde, yeni bir kopyasının verilmesi için en kısa zamanda Türk Genelkurmay Başkanlığına müracaatta bulunulacaktır.

D- Mensubun Türkiye'deki görevinin sona ermesi üzerine ayrılışını müteakip onbeş gün içinde kimlik kartı Türk Genelkurmay Başkanlığına iade edilecektir.

2. Birleşik Devletler Hükümeti araç kadro ve mevcutları :

A- İlgili Birleşik Devletler makamları, karşılıklı mutabık kalınacak tarihlerde, Birleşik Devletler Hükümetinin Türkiye'deki bütün resmî araçlarının bulundukları yerler hakkında, Türk Genelkurmay Başkanlığına altı ayda bir rapor vereceklerdir.

B- Bu gibi araçların Türkiye'ye ilk ithalleri, Türk Genelkurmay Başkanlığının ön müsaadesine tabi olacaktır.

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W.SPAIN
A.B.D.Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Necdet ÖZTORUN
Korgeneral
Genkur.Gn.P.P.Bşk.

3 NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASI'NA
6 NUMARALI EK BELBAŞI TESİSİ UYGULAMA
ANLAŞMASI

I. Giriş:

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulanmasına aittir.

II. Tanım:

Belbaşı Tesisi, aşağıdakileri içeren bir bütün olarak bu ekin amaçları içine girer:

1. Belbaşı İstasyonu
2. Hassas aletler dizisi ve Belbaşı İstasyonuna bağlantı hatları
3. Su kuyusu mevki ve Belbaşı İstasyonu'na bağlantı boruları

III: Amaç:

Bu ekin amacı Belbaşı Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV. Görev:

Birleşik Devletler Hükümeti'nin, doğal ve yapay jeolojik sarsıntıların tesbiti ve kaydedilmesi ve hava numuneleri alınması amacıyla sistemler işletmek ve ilgili destek faaliyetlerini yürütmek için Belbaşı Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V. Tesis Plânı:

Bu ekin II.maddesinde tanımlanan Belbaşı Tesisinin tümüne ait güncel ana plânı, bu ek ile birlikte muhafaza edilecek ve

coğrafi koordinatları, yükseklik yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI. Silah ve Mühimmat Kadroları:

Tesisde bulundurulmasına izin verilen silah ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII. Ana Teçhizat Kalemleri:

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII. ABD Kuvvet ve Sivil Unsur Personel Kadroları:

İzin verilen ABD Kuvvet ve Sivil unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX. ABD Sözleşmeli ve Türk Sivil İşçileri:

ABD Müteahhitlerinin Birleşik Devletler tabiyetindeki personel miktarları, ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X. Ortak Teknik İşletilme:

1. Ana görev faaliyetleri ve ilgili bakım hizmetleri müştereken yürütülecek ve bu faaliyetler sonucunda sağlanan bilgiler, bu Ek ile birlikte muhafaza edilecek olan ilgili bir teknik düzenlemenin hükümlerine uygun olarak, Taraflarca paylaşılacaktır.

2. Ortak Teknik İşletmeye katılan Türk personelin görev yeri kadroları, teknik düzenlemeye eklenecektir.

3. Ortak Teknik İşletmeye katılmak üzere atanan Türk personelin görev başı eğitimi Belbaşı Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak programa göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI. Görev Teşkilat Şeması:

Bu ekin II.maddesinde tanımlanan Belbaşı Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilat şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numaralarını, isimlerini ve görevlerini içerecektir.

XII. Sorumluluklar ve İlişkiler:

1. Belbaşı'nda Tarafların, Anlaşmanın III.maddesi 1.fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukardaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat mektuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlali görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme ve tesiste sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce, veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V.maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer, Anlaşmanın VII.maddesinin 3.fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII. Tesis Güvenliği:

1. Belbaşındaki ilgili Askeri Yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III.maddesinin 3.fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçların aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek araç hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir Araç kayıt defteri tutulacaktır.

XIV. Ortak Kullanım Düzenlemeleri:

1. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden, yeteri kadar boş yer bulunduğu takdirde, diğer taraf personelince de faydalanılabilir.

2. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre diğer taraf personelince de kullanılabilir.

İşbu Anlaşmanın Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W.SPAIN
A.B.D.Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Necdet ÖZTORUN
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3 NUMARALI TESİSLER TAMAMLAYICI ANLAŞMASINA 7 NUMARALI EK KARGABURUN TESİSİ UYGULAMA ANLAŞMASI

I. Giriş :

Bu ek, Türkiye Cumhuriyeti ve Amerika Birleşik Devletleri Hükümetleri arasında aynı tarihte yapılan Savunma ve Ekonomik İşbirliği Anlaşmasına ekli ve bundan sonra Anlaşma olarak bahsi geçecek olan, üç numaralı Tesisler Tamamlayıcı Anlaşmasının uygulanmasına aittir.

II. Tanım :

Bu ekin amaçlarına uygun olarak, Kargaburun Tesisi Kargaburun İstasyonundan ve ilgilerinden oluşan bir bütündür.

III. Amaç :

Bu ekin amacı Kargaburun Tesisindeki faaliyetlere ait esas ve usulleri düzenlemektir.

IV. Görev :

Birleşik Devletler Hükümetinin bölgesel radyo seyrüsefer hizmetlerini sağlamak için LORAN-C sistemi işletmek ve ilgili destek faaliyetlerini yürütmek amacıyla Kargaburun Tesisindeki faaliyetlere katılmasına izin verilmiştir.

V. [illegible] :

Bu ekin II. maddesinde tanımlanan Kargaburun Tesisinin tümüne ait güncel ana planı, bu ek ile birlikte muhafaza edilecek ve coğrafi koordinatları, yükseklik, yüzölçümü, özel tanım işaretleri ve yerleşme listesini içerecektir.

VI. Silah ve Mühimmat Kadroları :

Tesiste bulundurulmasına izin verilen silah ve mühimmatın güncel listesi bu ekle birlikte muhafaza edilecektir.

VII. Ana Teçhizat Kalemleri :

İzin verilen ana teçhizat kalemlerinin güncel listesi bu ekle birlikte muhafaza edilecektir.

VIII. ABD Kuvvet ve Sivil Unsur Personel Kadroları :

İzin verilen ABD Kuvvet ve Sivil Unsur personel kadrolarını gösteren güncel bir liste, bu ekle birlikte muhafaza edilecektir.

IX. ABD Sözleşmeli ve Türk Sivil İşçileri :

ABD Müteahhitlerinin Birleşik Devletler tebiyetindeki personel miktarları, ve Türk sivil işçi miktarları, Birleşik Devletler makamları tarafından 3 ayda bir sunulacak personel durum raporlarında gösterilecektir.

X. Ortak Teknik İşletilme :

1. Ana görev faaliyetleri ve ilgili bakım hizmetleri, bu ekle birlikte muhafaza edilecek ilgili teknik düzenleme hükümlerine uygun olarak müştereken yürütülecektir.

2. Ortak teknik işletmeye katılan Türk personelin görev yeri kadroları teknik düzenlemeye eklenecektir.

3. Ortak teknik işletilmeye katılmak üzere atanan Türk personelin görev başı eğitimi Kargaburun Tesisindeki ilgili askeri yetkililer arasında mutabık kalınacak program hükümlerine göre yürütülecektir.

4. Bir tarafın subayları, talep edildiğinde diğer tarafın personeline ait görev müessiriyet raporları verecektir.

XI. Görev Teşkilât Şeması :

Bu ekin II. maddesinde belirtilen Kargaburun Tesisinin bütünü içindeki Birleşik Devletler Kuvvetlerine ait güncel bir görev teşkilât şeması bu ekle birlikte bulundurulacak ve gösterilen müfrezelerin numara, isim ve görevlerini içerecektir.

XII. Sorumluluklar ve İlişkiler :

1. Kargaburun'da Tarafların, Anlaşmanın III. maddesi 1. fıkrasında belirtilen, ilgili Askeri Yetkilileri, Anlaşmanın ilgili hükümleri ve ekleri ile, yapılmış veya yukarıdaki hususlara uygun olarak gelecekte yapılabilecek anlaşmalar, teknik düzenlemeler ve mutabakat muhtuplarına uyulmasından ve bunların uygulanmasından, kendi üst makamlarına karşı sorumludurlar.

2. İki tarafın ilgili Askeri Yetkilileri arasındaki ilişkiler, işbirliği, iyi niyet ve dostluk havası içinde sürdürülecektir. Bu Yetkililer, kendi astlarının da aynı tutumu gözetmelerini sağlamak üzere gerekli tedbirleri alacaklardır.

3. Tesis Komutanı, Birleşik Devletler personeli ile Türk personeli veya yerel Türk sivil makamları arasında doğabilecek sorunların hallinde talep üzerine, gerekli yardımı sağlayacaktır.

4. İlgili Askeri Yetkililer, kendi mevzuatlarına uygun olarak, olağanüstü durumlarda ve tabii afet hallerinde yerel halka yardım etmek için gerekli planları müştereken hazırlayacaklardır. Tesis Komutanı, aynı zamanda, şartlar gerektirdiğinde Türk sivil ve askeri makamlarıyla, onların yardımını sağlamak için planlar hazırlayacaktır.

5. İlgili Askeri Yetkililer, kendi üst makamlarınca ve denetleme heyetlerince yapılacak resmi ziyaretlerden birbirini haberdar edecek ve gerekli brifinglerin hazırlık ve icrasında, karşılıklı mutabık kalınan idari düzenlemelere göre uygun şekilde işbirliği yapacaklardır.

6. Bu Anlaşmaya taraf olanlar, birbirlerinin kripto odalarının dokunulmazlığını ve yetkisiz personelin bu bölgelere girmesini önlemek için gereken tüm önlemleri alacaklarını kabul ederler. Yasak olarak belirlenen diğer mahallere Türk ve ABD personelinin girişleri karşılıklı mutabakata göre olacaktır.

7. Kanunları, yönetmelikleri veya emirleri ihlali görülen Türk veya Birleşik Devletler personeli gereken işlemin yapılması için kendi ilgili Askeri Yetkililerine rapor edilecektir.

8. İlgili Askeri Yetkililer, yangını önleme ve söndürme ve tesiste sağlığın korunması için müştereken düzenlemeler yapacaklardır.

9. Tesisin dışındaki levhalar Türkçe yazılı olacaktır. Tesis içinde levhalar Türkçe veya İngilizce veya karşılıklı anlaşmaya göre her iki dilde yazılı olacaktır.

10. İlgili Askeri Yetkililer, Anlaşmanın V. maddesine uygun olarak münhasıran Birleşik Devletler Kuvvet mensupları, sivil unsuru ve yakınları için ithal edilen teçhizat, yiyecek, ikmal maddeleri ve diğer eşyaların yetkisiz kimselere satışını veya devrini önleyecek tedbirleri müştereken alacaklardır.

11. İlgili Askeri Yetkililer, Anlaşmanın VII. maddesinin 3. fıkrasına uygun olarak elden çıkarılacak teçhizat, malzeme ve ikmal maddelerinin, yetkisiz kimselere devrini önlemek için işbirliğinde bulunacaklardır.

XIII. Tesis Güvenliği :

1. Kargaburun'daki ilgili Askeri Yetkililerden herbiri, münhasıran kendi milli unsuru tarafından kullanılan yerleri kapsayan bir güvenlik planı yapacaktır.

2. Tesis Komutanı, güvenliğe yönelik tehditleri karşılamak üzere Anlaşmanın III. maddesinin 3. fıkrasına uygun olarak tesisin tümüne ait bir güvenlik planı hazırlayacaktır.

3. Tesis Komutanına, tesise girişlerin kontrolü konusundaki sorumluluğunu yerine getirmesinde yardım etmek üzere vasıflı Birleşik Devletler personeli talep üzerine, tahsis edilecektir. Tesise giren veya çıkan personelin veya araçların aranmasına gerek duyulduğunda, Türk personel veya araçlarının aranması Türk güvenlik personeli tarafından, Birleşik Devletler personel veya araçlarının aranması ise Birleşik Devletler güvenlik personeli tarafından yapılacaktır.

4. Türk ve Birleşik Devletler resmi araçlarının giriş ve çıkışları, yetkili Türk veya Birleşik Devletler Makamlarınca verilecek araç hareket izni (görev belgesi) esası üzerinden olacaktır. Nizamiyede bu giriş ve çıkışların kaydı için bir araç kayıt defteri tutulacaktır.

XIV. Ortak Kullanım Düzenlemeleri :

1. Taraflardan birinin işlettiği kara ulaştırma araçları sisteminden, yeteri kadar boş yer bulunduğu takdirde, diğer taraf personelince de faydalanılabilir.

2. Taraflardan birine ait sportif ve sosyal tesisler karşılıklılık esası üzerinden ve karşılıklı mutabık kalınacak usullere göre diğer taraf personelince de kullanılabilir.

İşbu Anlaşma Türkçe ve İngilizce metinleri aynı derecede geçerli olmak üzere 1980 yılı Mart ayının 29 günü, Ankara'da iki nüsha olarak yapılmıştır.

AMERİKA BİRLEŞİK DEVLETLERİ HÜKÜMETİ ADINA

James W.SPAIN
A.B.D. Büyükelçisi

TÜRKİYE CUMHURİYETİ HÜKÜMETİ ADINA

Necdet ÖZTORUN
Korgeneral
Genkur.Gn.P.P.Bşk.

[RELATED NOTE]

REPUBLIC OF TURKEY
MINISTRY OF FOREIGN AFFAIRS

March 29th, 1980

No:1658

Dear Mr.Ambassador,

1. I have the honor to refer to Article V, para 3 of the Agreement for Cooperation on Defence and Economy between the Governments of the Republic of Turkey and the United States of America in accordance with Articles II and III of the North Atlantic Treaty signed on March 29th, 1980 regarding the status of the force and civilian component of the United States of America and of their dependents assigned to or stationed in the territory of the Republic of Turkey for the purposes of the said Agreement.

2. Taking into account the requirements of a mutually beneficial defence cooperation, I hereby wish to inform you that the Turkish Government is prepared to continue with the implementation of the below listed agreements related to the Status of United States Forces, as of the date of entry into force of the Agreement of Cooperation on Defence and Economy, signed on March 29th, 1980:

a. The Agreement Between the Parties to the Atlantic Treaty, regarding the Status of Their Forces, dated June 19, 1951, ratified by Turkish Law No. 6375.

b. The Agreement for the Relief from Taxation on Defence Expenditures dated June 23, 1954,[1] ratified by Turkish Law No. 6426.

c. Agreement Related to the Implementation of the Agreement Between the Parties to the North Atlantic Treaty,

H.E. James W. SPAIN
Ambassador Extraordinary and Plenipotentiary
of the United States of America
A n k a r a

[1] TIAS 2996; 5 UST 1258.

Regarding the Status of their Forces, as amended, dated June 23, 1954,[1] ratified by Turkish Law No. 6427.

d. The exchange of Notes concerning the Status of United States Forces in Turkey Governing Duty Certificates, dated September 29, 1968,[2] ratified by the Council of Minister's Decree, in accordance with Law No.244.

3. The Turkish Government wishes to point out that both Parties may propose to enter into negotiations with a view to reviewing the Agreements mentioned in paragraph 2 (b) and (c) above. With respect to the Agreement cited in paragraph 2 (b) above, there appears to be differences over the legal interpretation of Article 2 (i) of the said Agreement. Pending resolution of these differences the position of either Party with respect to State aircraft shall not be prejudiced.

4. The Turkish Government further proposes that negotiations with respect to the exchange of notes regarding the Status of Forces Agreement dated June 23, 1954 with a view to reaching mutually satisfactory provisions in conformity with the current Turkish legislation be initiated at the earliest convenience of both Parties. Pending renegotiation, this Agreement will be construed consistently with the relevant Articles of the Agreements signed on this day without constituting a precedent for the future agreement.

Please accept, Excellency, the assurances of my highest consideration.

Hayrettin ERKMEN
Minister of Foreign Affairs

[1] TIAS 3020, 3337; 5 UST 1465; 6 UST 2917.
[2] Should read "exchange of notes September 24, 1968". TIAS 6582; 19 UST 6317.

NICARAGUA

Economic Assistance: Reconstruction Program

Agreement signed at Managua October 17, 1980;
Entered into force October 17, 1980.

CONVENIO DE PRESTAMO

ENTRE EL

GOBIERNO DE LA REPUBLICA
DE NICARAGUA

Y LOS

ESTADOS UNIDOS DE AMERICA

PARA

EL PRESTAMO DE RECONSTRUCCION
No. 524-K-037

17 de octubre de 1980

LOAN AGREEMENT

BETWEEN THE

GOVERNMENT OF THE
REPUBLIC OF NICARAGUA

AND THE

UNITED STATES OF AMERICA

FOR

THE RECONSTRUCTION PROGRAM LOAN
No. 524-K-037

October 17, 1980

CONVENIO DE PRESTAMO
LOAN AGREEMENT

Fechado: Octubre 17, 1980

Entre el Gobierno de la República de Nicaragua ("Prestatario")

y

los Estados Unidos de América, actuando por medio de la Agencia para el Desarrollo Internacional ("A.I.D.")

Artículo 1: El Convenio

El objeto de este Convenio es establecer las obligaciones entre las Partes arriba mencionadas ("Partes") con respecto al compromiso del Prestatario del Programa descrito a continuación; y con respecto al financiamiento del Programa por ambas Partes.

Artículo 2: El Programa de Préstamo

Section 2.1 El Préstamo

Con el fin de proporcionar recursos en moneda extranjera, así como estimular el empleo y otras actividades económicas internas requeridas para fomentar la estabilidad económica de Nicaragua, la A.I.D., de conformidad con la Ley de

Dated: October 17, 1980

Between the Government of the Republic of Nicaragua ("Borrower")

and

The United States of America, acting through the Agency for International Development ("A.I.D.")

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Borrower of the Program described below and with respect to the financing of the Program by the Parties.

Article 2: The Loan Program

Section 2.1 The Loan

To provide foreign exchange resources as well as to stimulate employment and other internal economic activity required to promote economic stability A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to lend the Borrower under the

[1] 75 Stat. 424; 22 U.S.C. § 2151.

Asistencia Extranjera de 1961, tal como fue enmendada, conviene en prestar al Prestatario, bajo los términos de este Convenio, una cantidad que no exceda la suma de Cincuenta y cinco Millones de Dólares de los Estados Unidos (US$55,000,000) ("Préstamo). El total de desembolsos bajo este Préstamo se refiere como "Principal".

terms of this Agreement, not to exceed Fifty-five Million United States Dollars (US$55,000,000) ("Loan"). The aggregate amount of disbursement under this Loan is referred to as "Principal".

Sección 2.2. Cuentas Especiales y Programa

Una vez satisfechas las Condiciones Previas estipuladas en las Secciones 4.1 y 4.2, los fondos en dólares de los Estados Unidos proporcionados bajo el Préstamo, serán desembolsados por orden del Fondo Internacional de Reconstrucción (FIR) directamente al Banco Central del Prestatario de conformidad con la Sección 5.1 de este Convenio. Con la excepción de lo estipulado en la Sección 7.1, estos fondos en dólares estarán disponibles al Prestatario como divisas extranjeras libres. Inmediatamente después de recibir

Section 2.2. Special Account and Program

Upon satisfaction of Conditions Precedent set forth in Sections 4.1 and 4.2 below, U.S. dollar funds provided under the Loan will be disbursed by order of the International Reconstruction Fund (FIR) directly to the Central Bank of the Borrower pursuant to Section 5.1 of this Agreement. Except as provided in Section 7.1 below, these dollar funds shall be available as free foreign exchange assets of the Borrower. Immediately upon receipt of said funds, the Borrower acting through FIR, will establish or expand a

dichos fondos, el Prestatario actuando a través del FIR, establecerá o ampliará una cuenta especial ("Cuenta Especial") en el Banco Central de Nicaragua, y depositará en dicha cuenta una suma en moneda de la República de Nicaragua equivalente al desembolso hecho en dólares de los Estados Unidos bajo este Convenio. Para determinar la cantidad total a ser depositada en la cuenta, se usará la tasa oficial más alta aplicable en la República de Nicaragua al cambio de dólares a moneda nacional en la fecha del desembolso en dólares. Los fondos depositados en la Cuenta Especial serán usados, de conformidad con arreglos detallados posteriormente entre las Partes, para financiar proyectos (Actividades) que contribuyan a la reactivación y desarrollo de la economía nicaraguense. El Banco Central presentará a la AID y al FIR informes financieros trimestrales sobre la Cuenta Especial indicando la cantidad de los fondos comprometidos y desembolsados para cada Actividad financiada con los mismos. Las Actividades elegibles incluyen: (a) crédito para pequeñas y medianas empresas comerciales, industriales y de servicio; (b) crédito para pequeños y medianos agricultores; (c) reparación de caminos; (d) construcción de viviendas de bajo costo; (e) desarrollo municipal; (f) construcción de una escuela nacional de agricultura; (g) actividad de construcción de la Junta de Reconstrucción de Managua; (h) desarrollo de la

special account ("Special Account") in the Central Bank of Nicaragua and deposit therein currency of the Republic of Nicaragua equivalent in amount to the United States dollar disbursements made under this Agreement. The amount to be deposited in the Special Account shall be calculated utilizing the highest official rate of exchange which is applicable in the Republic of Nicaragua to the conversion of dollars to local currency on the day of the dollar disbursement. Funds deposited in the Special Account shall be used, pursuant to further detailed arrangements between the Parties, to finance projects (Activities) which contribute to the reactivation and development of the Nicaraguan economy. The Central Bank will provide to A.I.D. and to the F.I.R. quarterly financial reports on the Special Account indicating the amount of funds committed and disbursed for each Activity financed thereunder. Eligible Activities include (a) credit for small and medium-sized commercial, service, and industrial enterprises; (b) credit for small and medium-sized farmers; (c) road improvement; (d) construction of low-cost housing; (e) municipal development; (f) construction of a national school of agriculture; (g) construction activities of the Junta for the Reconstruction of Managua; (h) development of potable water and sewerage infrastructure; and (i) other

infraestructura de agua potable y alcantarillado; e (i) cualquier otra actividad que las Partes interesadas puedan convenir por escrito. El Programa se describe más ampliamente en el Anexo I de este Convenio.

Dentro de las limitaciones de la anterior definición, los elementos de la descripción ampliada que se mencionan en el Anexo I, pueden ser cambiados mediante acuerdo escrito entre los representantes autorizados de las Partes señalados en la Sección 8.2 sin que se tenga que enmendar formalmente este Convenio.

Sección 2.3. Recursos del Prestatario para el Programa.

El Prestatario conviene en proporcionar o hará que se proporcionen para el Programa, todos los fondos suplementarios al Préstamo, y todos los demás recursos necesarios para la ejecución del Programa en forma efectiva y puntual.

Artículo 3: Términos del Préstamo.

Sección 3.1. Intereses

El Prestatario pagará a la AID los intereses devengados a razón del dos por ciento (2%) anual, por los diez primeros años, a partir de la fecha del primer desembolso en virtud de este Convenio y posteriormente a razón del tres por ciento (3%) anual sobre el saldo del Principal y sobre cualquier interés

activities such as the Parties may agree in writing. The Program is further described in Annex I of the Agreement.

Within the limits of the above definition of the Program, elements of the amplified description stated in Annex I, may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment of this Agreement.

Section 2.3. Borrower Resources for the Program.

The Borrower agrees to provide or cause to be provided for the Program all funds, in addition to the Loan, and all other resources required to carry out the Program effectively and in a timely manner.

Article 3: Loan Terms.

Section 3.1. Interest.

The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on

vencido y no pagado. El interés sobre el saldo del Principal se devengará a partir de la fecha de cada desembolso (de acuerdo a la Sección 5.3), y será pagado semestralmente. El primer pago de intereses vencerá y deberá ser pagado no más tarde de los seis (6) meses después de efectuado el primer desembolso, en fecha a ser especificada por la AID.

any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 5.3) of each respective disbursement and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

Sección 3.2. Amortización.

El Prestatario pagará a la AID el Principal dentro de los cuarenta (40) años a partir de la fecha del primer desembolso del Préstamo por medio de sesenta y una (61) cuotas semestrales de capital más los correspondientes intereses. La primera cuota del Principal deberá ser pagada nueve años y medio (9 1/2) después de la fecha del primer pago de intereses devengados de conformidad con la Sección 3.1. Para tal efecto AID. pondrá a disposición del Prestatario un cuadro de amortización de acuerdo con esta Sección después del último desembolso del Préstamo.

Section 3.2. Repayment.

The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable nine and a-half (9 1/2) years after the date on which the first interest payment is due in accordance with Section 3.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

Section 3.3. Aplicación, Moneda y Lugar de Pago.

Todos los pagos de intereses y de Principal del presente Convenio serán hechos en dólares de los Estados Unidos y serán aplicados en primer lugar al pago de intereses devengados y después a

Section 3.3. Application, Currency, and Place of Payment.

All payments of interest and Principal hereunder will be made in United States dollars and will be applied first to the payment of interest due and then to the repayment of Principal.

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la amortización del Principal. Salvo que la AID especifique de otra forma por escrito, todos los pagos serán hechos al Controller, Office of Financial Management, Agency for International Development, Washington, D. C. 20523, U. S. A., y serán considerados hechos una vez recibidos por la Oficina de Administración Financiera.

Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D. C. 20523, U.S. A., and will be deemed made when received by the Office of Financial Management.

Sección 3.4. Pagos Anticipados.

Estando al día en todos los pagos de intereses y reembolsos adeudados y vencidos, el Prestatario podrá pagar por adelantado sin recargos, todo o parte del Principal. A menos que la AID acuerde lo contrario por escrito, cualesquiera de tales pagos anticipados serán aplicados a las cuotas del Principal en el orden inverso a su vencimiento.

Section 3.4. Pre-repayment

Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

Sección 3.5. Renegociación de los Términos.

(a) El Prestatario y la AID acuerdan negociar, en el momento en que cualesquiera de las Partes lo solicite, una aceleración del pago del Préstamo en el caso de haber una mejora significativa y continuada en la situación económica y financiera interna y externa y en las perspectivas de Nicaragua, que permita al Prestatario pagar el Préstamo en un período más corto.

Section 3.5. Renegotiation of Terms.

(a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Nicaragua which enables the Borrower to repay the Loan on a shorter schedule.

(b) Cualquier solicitud de una de las Partes a la otra para esta negociación será efectuada de conformidad con la Sección 8.1, y dará el nombre y dirección de la persona o personas que representará(n) a la Parte solicitante en tales negociaciones.

(c) Dentro de los treinta (30) días siguientes a la entrega de una solicitud para negociar, la Parte que recibe la solicitud comunicará a la otra, de conformidad con la Sección 8.1, el nombre y dirección de la persona o personas que representará(n) en tales negociaciones a la Parte que recibió la solicitud.

(d) Los representantes de las Partes se reunirán para llevar a cabo las negociaciones, a más tardar treinta (30) días después de la entrega de la comunicación enviada por la Parte que recibió la solicitud, bajo la Subsección (c). Las negociaciones se llevarán a cabo en un local acordado mutuamente por los representantes de las Partes, toda vez que, en caso de no existir acuerdo mutuo, las negociaciones tendrán lugar en la oficina del Fondo Internacional para la Reconstrucción de Nicaragua en Managua.

Sección 3.6. Cancelación Mediante Pago Total.

Después del pago total del Principal y de cualquier interés vencido, este Convenio y todas las obligaciones del Prestatario y de la AID emergentes del mismo, se darán por terminadas.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 8.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiation.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 8.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under Subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of the International Reconstruction Fund for Nicaragua in Managua.

Section 3.6. Termination on Full Payment.

Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Artículo 4: Condiciones Previas al Desembolso.

Sección 4.1. Condiciones Previas al Desembolso Inicial

A menos que las Partes convengan lo contrario por escrito y antes del primer desembolso del Préstamo; o a la emisión por la AID de cualquier documentación en base a la cual se efectuarán desembolsos, el Prestatario deberá proveer a la AID, en forma y contenido satisfactorio a la AID lo siguiente:

(a) Una opinión jurídica del Ministro de Justicia del Prestatario en la cual se haga constar que este Convenio ha sido debidamente autorizado y/o ratificado, y otorgado en nombre del Prestatario, y que constituye una obligación formal, válida y legal del Prestatario, de conformidad con todos sus términos;

(b) Una declaración que estipule y garantice que la persona o personas nombradas tienen la autoridad para actuar como representante o representantes del Prestatario de conformidad con la Sección 8.2, junto con un facsimil de la firma de cada persona debidamente autenticada.

(c) Una lista de las clases de artículos importados, a los cuales el Prestatario atribuirá los fondos proporcionados bajo el Préstamo de conformidad con la Sección 7.1.

Article 4: Conditions Precedent to Disbursement.

Section 4.1. Conditions Precedent to Initial Disbursement

Prior to the first disbursement under this Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion from the Minister of Justice of the Borrower stating that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms.

(b) A statement representing and warranting that the named person or persons have the authority to act as the representative or representatives of the Borrower pursuant to Section 8.2, together with a specimen signature of each person certified as to its authenticity.

(c) A list of the types of commodity imports, against which the Borrower will attribute Loan proceeds in accordance with Section 7.1.

Sección 4.2. Condiciones Previas al Desembolso Subsiguiente

Anterior al desembolso subsiguiente bajo este Préstamo, o a la emisión por la AID de documentación por la cual se efectuarán desembolsos bajo el Préstamo en exceso de Cuarenta Millones de Dólares de los Estados Unidos (US$40,000,000), el Prestatario, a menos que las Partes convengan lo contrario por escrito, deberá proporcionar a la AID en forma y sustancia satisfactoria a la AID, en una fecha mutuamente convenida por las Partes, evidencia que indique que el desembolso inicial se está usando de acuerdo y en cumplimiento de los términos de este Convenio.

Section 4.2. Conditions Precedent to Subsequent Disbursement

Prior to subsequent disbursement under the Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement under the Loan will be made in excess of Forty Million United States Dollars (US$40,000,000), the Borrower will, except as the Parties may otherwise agree in writing, furnish to AID in form and substance satisfactory to A.I.D. on a date mutually agreed upon by the Parties, evidence indicating the purposes for which the initial disbursement is being used and showing compliance with the terms of this Agreement.

Sección 4.3. Notificación

Cuando la AID haya determinado que las condiciones previas especificadas en las Secciones 4.1 y 4.2 han sido cumplidas, notificará inmediatamente por escrito al Prestatario.

Section 4.3. Notification

When A.I.D. has determined that the conditions precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Borrower.

Sección 4.4. Fechas Finales para las Condiciones Previas

(a) Si todas las condiciones especificadas en la Sección 4.1 no han sido cumplidas dentro de los noventa (90) días a partir de la

Section 4.4. Terminal Date for Conditions Precedent

(a) If all the conditions specified in Section 4.1 have not been met within ninety (90) days from the date of this

fecha de este Convenio, o en una fecha posterior que las Partes hayan acordado por escrito, la AID, a su opción, podrá terminar este Convenio mediante notificación escrita al Prestatario.

Agreement, or such later date as the Parties may specify in writing, A.I.D., at its option, may terminate this Agreement by written notice to Borrower.

(b) Si todas las condiciones especificadas en la Sección 4.2 no se han cumplido dentro de un año, a partir de la fecha de este Convenio, o en la fecha posterior que la AID convenga por escrito, la AID, a su opción, puede cancelar el saldo del Préstamo aún no desembolsado, en cuanto no haya sido comprometido irrevocablemente a terceras personas, y puede dar por terminado este Convenio mediante notificación escrita al Prestatario. En caso que se dé por terminado este Convenio, la AID puede, a su opción, requerir que el Prestatario pague el Principal pendiente de pago y los intereses acumulados; al recibir la cancelación total, este Convenio y todas las obligaciones de las partes interesadas se darán por terminadas.

(b) If all of the conditions specified in Section 4.2 have not been met within one year from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, A.I.D. may, at its option, require that the Borrower repay the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

Artículo 5: Desembolso

Article 5: Disbursement

Sección 5.1. Desembolso en Moneda Extranjera

Section 5.1. Disbursement of Foreign Exchange

Se hará el desembolso de los fondos en dólares de los

Disbursement of the U.S. dollar funds made available under

Estados Unidos proporcionados bajo este Convenio en dos cuotas, conforme las solicitudes de desembolso hechas por el Prestatario y a continuación de haber satisfecho las Condiciones Previas al Desembolso señaladas en las Secciones 4.1 y 4.2 respectivamente. El Primer Desembolso será de Cuarenta Millones de Dólares de los Estados Unidos (US$40,000,000). Las solicitudes de desembolso serán presentadas al Director de la Misión, Misión de la USAID en Nicaragua, en la Forma AID 1130-2 (Solicitud de Financiamiento). De conformidad con la solicitud para desembolso, la AID depositará los fondos en una cuenta del Prestatario en un banco en los Estados Unidos designado por el mismo Prestatario.

this Agreement will be made in two installments pursuant to requests for disbursement by the Borrower and subsequent to satisfaction of the Conditions Precedent to Disbursement under Sections 4.1 and 4.2 respectively. The Initial Disbursement will be Forty Million United States Dollars (US$40,000,000). The requests for disbursement will be submitted to the Mission Director, USAID Mission to Nicaragua, on AID Form 1130-2 (Financing Request). In accordance with the requests for disbursement, A.I.D. will deposit the funds into an account of the Borrower at a United States bank designated by the Borrower.

Sección 5.2. Fecha Final para Solicitar Desembolso

A menos que las Partes acuerden lo contrario por escrito, la fecha final para solicitar el desembolso de fondos será doce (12) meses a partir de la fecha de suscripción de este Convenio.

Section 5.2. Terminal Date for Requesting Disbursement

The terminal date for requesting disbursement of funds will be twelve (12) months from the date of signing of this Agreement, except as the Parties may otherwise agree in writing.

Sección 5.3. Fecha de Desembolso

Los desembolsos de la AID serán considerados como realizados en la fecha en que la AID efectúa un desembolso al Prestatario o su representante o

Section 5.3. Date of Disbursement

Disbursements by A.I.D. will be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor, or

a un banco, contratista o proveedor de conformidad con una carta de compromiso, u otra forma de autorización de desembolso.

Artículo 6: Reglas Especiales para Adquisiciones

Sección 6.1. Recursos en Dólares Proporcionados bajo el Préstamo.

En reconocimiento de la necesidad extraordinaria y urgente del Prestatario de moneda extranjera, los recursos en dólares proporcionados bajo el Préstamo serán considerados como divisas extranjeras libres del Prestatario; no obstante, están sujetos a las estipulaciones señaladas en el Artículo 7 a continuación.

Sección 6.2. Fuente de Adquisición - Cuenta Especial.

A menos que las Partes acuerden lo contrario por escrito, los fondos depositados en la Cuenta Especial, serán usados exclusivamente para financiar los costos de bienes y servicios para el Programa, que tengan su fuente y origen en países incluidos en el Código 935 del Libro de Códigos Geográficos de la AID en vigencia al momento en que se hacen los pedidos o se suscriben los contratos para dichos bienes y servicios.

supplier pursuant to a letter of commitment or other form of disbursement authorization.

Article 6: Special Procurement Rules

Section 6.1. Dollar Resources Provided Under the Loan.

In recognition of the extraordinary and urgent requirements of the Borrower for foreign exchange, dollar resources provided under the Loan shall be available as a free foreign exchange asset of the Borrower subject, however, to the covenants of the Borrower set forth in Article 7 below.

Section 6.2. Procurement Source - Special Account.

Funds deposited in the Special Account shall be used exclusively to finance the costs of goods and services required for the Program having their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services except as the parties may otherwise agree in writing.

Artículo 7: Estipulaciones Especiales

Sección 7.1. Estipulaciones con Respecto a Desembolso en Dólares

Con el fin de llevar a cabo los propósitos convenidos del Programa, el Prestatario acuerda:

(a) Que dentro de doce (12) meses de la fecha de suscripción de este Convenio, el Prestatario importará o hará que sean importados a Nicaragua bienes y/o servicios de los Estados Unidos para fines de desarrollo (no de lujo ni militar) por una suma por lo menos equivalente a la suma del Préstamo. Se remitirá una lista inicial de artículos de importación elegibles conforme la Sección 4.1. Esta lista se puede cambiar por común acuerdo entre las Partes. La documentación justificativa de las importaciones hechas con fondos proporcionados bajo este Convenio, será retenida por el Banco Central como parte de sus archivos relacionados con este Préstamo, y podrá ser revisada y/o auditoriada de conformidad con la Sección B.5 de las Disposiciones Generales para el Préstamo, Anexo II.

(b) Que por lo menos el sesenta por ciento (60%) de los recursos en dólares usados por el Prestatario en conformidad con la Sección 7.1(a) de este Convenio, serán puestos a la disposición del sector privado nicaraguense, sin discriminación alguna.

Article 7: Special Covenants

Section 7.1. Covenants with Respect to Dollar Disbursements

In order to carry out the agreed purposes of the Program, the Borrower covenants as follows:

(a) That within twelve (12) months of the date of signing this Agreement, the Borrower shall import or cause to be imported into Nicaragua goods and/or services from the United States of a developmental (non-luxury and non-military) nature in an amount at least equivalent to the amount of the Loan. An initial list of eligible imports will be transmitted in accordance with Section 4.1. This list may be changed by mutual agreement of the Parties. Documentation evidencing imports attributed to the funds provided under this Agreement shall be retained by the Central Bank as part of its files related to this Loan and shall be available for review and/or audit in accordance with Section B.5 of the Loan Standard Provisions, Annex II.

(b) That at least sixty percent (60%) of the dollar resources utilized by the Borrower in compliance with Section 7.1(a) of this Agreement shall be made available on a non-discriminatory basis to the Nicaraguan private sector.

Sección 7.2. Estipulación con Respecto a la Cuenta Especial.

Con el fin de llevar a cabo los propósitos del Programa, el Prestatario acuerda que no menos del 60% de los fondos depositados en la Cuenta Especial como equivalente en moneda local de los recursos del Préstamo, serán usados sin discriminación alguna para dar crédito al sector privado nicaraguense, o para comprar a dicho sector bienes y servicios, de conformidad con las actividades acordadas por la AID.

Artículo 8: Varios.

Sección 8.1. Comunicaciones

Cualquier notificación, solicitud, documento u otra comunicación entregada por cualesquiera de las Partes o la otra de conformidad con este Convenio, deberá ser por escrito, o por telegrama o por cable, y deberá considerarse como debidamente entregada o enviada a la Parte a quien va destinada en la siguiente dirección:

Al Prestatario:

Dirección Postal:

Fondo Internacional para la
Reconstrucción de Nicaragua
Piso 12, Banco de América
Avenida Central
Managua, Nicaragua

Dirección Alterna para Cables:

Section 7.2. Covenant with Respect to Special Account.

In order to carry out the purposes of the Program, Borrower covenants that not less than 60% of the funds deposited in the Special Account as the equivalent in local currency of the resources provided under the Loan shall be made available, pursuant to activities agreed upon with A.I.D., to provide credit for the Nicaraguan private sector or to procure goods and services from it.

Article 8: Miscellaneous.

Section 8.1. Communications

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Borrower:

Mail Address:

International Reconstruction Fund
for Nicaragua
12th. Floor, Banco de América
Avenida Central
Managua, Nicaragua

Alternate Address for Telegrams:

Fondo Internacional para la
Reconstrucción de Nicaragua
Piso 12, Banco de América
Managua, Nicaragua

A la AID:

Misión de la USAID/Nicaragua
Embajada Americana
Managua, Nicaragua

Dirección Alterna para Cables:

USAID/AMEMBASSY
Managua, Nicaragua

Toda comunicación será en el idioma inglés, a menos que las Partes convengan lo contrario por escrito. Las direcciones anteriores podrán ser sustituidas por otras, previa notificación. Asimismo, el Prestatario le dará a la Misión de la USAID una copia de cada comunicación que envíe a la AID. En caso de ambiguedad, la versión en idioma inglés de este Convenio prevalecerá para fines de interpretación.

Sección 8.2. Representantes.

Para todos los propósitos relacionados con este Convenio, el Prestatario estará representado por la persona que desempeñe el cargo, o actúe en funciones interinamente en la oficina del Ministro-Director del

International Reconstruction Fund
for Nicaragua
12th. Floor, Banco de América
Managua, Nicaragua

To A.I.D.:

USAID Mission to Nicaragua
American Embassy
Managua, Nicaragua

Alternate Address for Telegrams:

USAID/AMEMBASSY
Managua, Nicaragua

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Borrower, in addition, will provide the USAID Mission with a copy of each communication sent to AID. In the event of ambiguity, the English language version of this Agreement shall be controlling for purposes of interpretation.

Section 8.2. Representatives.

For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of the Minister-Director of the International Reconstruction Fund for Nicaragua and

Fondo Internacional para la Reconstrucción de Nicaragua, y la AID estará representada por la persona que desempeñe el cargo, o actúe en funciones interinamente en la oficina del Director de la Misión de la USAID en Nicaragua; cada una de las cuales podrá designar por escrito a otros representantes adicionales para cualquier objetivo, menos el de ejercer el derecho de la Sección 2.2 de revisar los elementos de la descripción ampliada en el Anexo 1. El texto de este Convenio podrá ser enmendado de acuerdo a lo que mutuamente convengan las Partes en cartas separadas suscritas por el Ministro de Finanzas del Prestatario, y el Director de la Misión de la USAID en Nicaragua. Los nombres de los representantes del Prestatario, con sus firmas autógrafas, serán proporcionadas a la AID, quien aceptará como debidamente autorizado cualquier documento firmado por dichos representantes en la implementación de este Convenio, hasta que reciba aviso por escrito de la revocación de dicha autoridad.

A.I.D. will be represented by the individual holding or acting in the office of Mission Director, USAID Mission to Nicaragua, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.2 to revise elements of the amplified description in Annex 1. The text of this Agreement may be amended in accordance with what the Parties mutually agree in separate letters signed by the Ministry of Finance of the Borrower and the AID Mission Director. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which will accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Sección 8.3. Anexo de Disposiciones Generales. Un "Anexo de Disposiciones Generales para el Préstamo" (Anexo 2) acompaña a, y forma parte de este Convenio.

Section 8.3. Standard Provisions Annex. A Loan Standard Provisions Annex (Annex 2) is attached to and forms part of this Agreement. [1]

[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

EN FE DE LO CUAL, el Prestatario y los Estados Unidos de América, cada uno de ellos actuando por medio de sus representantes debidamente autorizados, han convenido firmar este Convenio en sus nombres en el día, mes y año señalados por escrito al comienzo de este documento.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

Joaquín Cuadra Chamorro
Ministro
Ministerio de Finanzas

Lawrence E. Harrison
Director, USAID/Nicaragua

ANNEX I
ANEXO I

PROGRAM DESCRIPTION
DESCRIPCION DEL PROGRAMA

El Programa consta de:

(a) un préstamo de hasta US$55 millones para respaldar la balanza de pagos nicaraguense, y

(b) una serie de Actividades de desarrollo a ser emprendidas con moneda local generada del Préstamo. A como se indicó en la Sección 2.2., la moneda local generada será colocada en una Cuenta Especial en el Banco Central del Prestatario, para usos (Actividades) mutuamente acordadas por las Partes. El nivel y los tipos de contribuciones para cada Actividad serán señalados en Convenios de Actividad.

Como se indica en el Art. 7.2. de este Convenio, por lo menos sesenta por ciento (60%) de la moneda local generada por este Préstamo y colocada en la Cuenta Especial servirá para apoyar al sector privado. Se preve que el Prestatario cumpla con este requerimiento mediante la extensión de créditos al sector privado, mediante contratos de construcción y de otros servicios, y mediante

The Program consists of:

(a) up to US$55 million in loan support for the Nicaraguan balance of payments, and

(b) a series of developmental Activities to be undertaken with local currency generated from the Loan. As indicated in Section 2.2 local currency generated will be placed in a Special Account in the Borrower's Central Bank for uses (Activities) mutually agreed upon by the Parties. The level and types of contributions to each Activity will be indicated in Activity Agreements.

As indicated in Article 7.2. of this Agreement, at least sixty percent (60%) of the local currency resources generated by the Loan and placed in the Special Account will support the private sector. The Borrower is expected to meet this requirement through the extension of credit to the private sector, through contracts for construction and other services and through purchases from the private sector. It is anticipated that Activities financed

compras al sector privado. Se supone que las Actividades financiadas con fondos de la Cuenta Especial incluirán lo siguiente:

1. Crédito para Pequeña y Mediana Empresa.

El desarrollo de la pequeña y mediana empresa ha sido severamente afectado por la guerra civil. Muchas de estas empresas actualmente requieren capital de trabajo para reponer inventarios y pagar salarios, con el fin de reanudar operaciones. Se necesita Capital a mediano y largo plazo para reponer o reparar equipo, así como ofrecer una oportunidad para desarrollo y expansión futura.

Con el fin de facilitar la rehabilitación inmediata y el proceso de desarrollo a largo plazo de las pequeñas y medianas empresas privadas, se usarán los fondos de la Cuenta Especial para ofrecer crédito esencial a tales empresas. Las empresas elegibles incluirán: industrias familiares, manufactura, servicios y comercio al por mayor y al detalle.

La agencia ejecutora será el Fondo Especial de Desarrollo (FED), el cuál deberá canalizar los fondos a través del sistema bancario

with Special Account funds will include the following:

1. Credit for Small and Medium-Sized Enterprises.

The development of small and medium-sized enterprises has been severely affected by the civil war. Many of these enterprises now require working capital to replace inventories and pay wages in order to resume operations. Medium and longer-term capital is required to repair or replace equipment, as well as provide the opportunity for future growth and expansion.

To facilitate the immediate rehabilitation and longer-term growth process of small and medium-sized private enterprises, funds from the Special Account will be used to provide essential credit to such enterprises. Eligible enterprises will include cottage industry, manufacturing, services, and wholesale and retail trade.

The implementing agency will be the Fondo Especial de Desarrollo (FED), which will channel funds through the Nicaraguan banking system to eligible

nicaraguense a empresas elegibles. Criterios de elegibilidad, términos y condiciones serán definidos en un Convenio de Actividad que será suscrito por el FED, el FIR y la AID antes de cualquier desembolso de fondos.

enterprises. Eligibility criteria, terms and conditions will be defined in an Activity Agreement which will be signed by FED, the FIR and AID prior to disbursement of funds.

2. Crédito para Pequeños y Medianos Agricultores.

La provisión de crédito agropecuario a pequeños y medianos agricultores para propósitos de la producción anual o de desarrollo de la finca, fue seriamente interrumpido durante el período de la insurrección civil. La falta de crédito, junto con otros trastornos ocasionados por la guerra, han tenido como resultado una pérdida sustancial de producción agropecuaria y una reducción significativa en la cantidad de ganado y otros animales de finca. Las consecuencias han incluido escasez en el suministro de granos básicos y otros alimentos, una disminución de los ingresos de divisas extranjeras y un aumento serio del desempleo y subempleo rural.

2. Credit for Small and Medium-Sized Farms.

The provision of agricultural credit to small and medium-sized farms for either annual production or farm development purposes was seriously disrupted during the period of civil strife. The lack of credit coupled with other disruptions of the war has resulted in substantial loss of agricultural production and a significant decline in the number of cattle and other farm animals. The consequences have included shortages in the supply of basic grains and other foods, a decline in foreign exchange earnings and a serious increase in rural unemployment and underemployment.

El Gobierno de Reconstrucción Nacional tiene un fuerte compromiso con respecto a la restauración y expansión de la producción agropecuaria y el mejoramiento de las condiciones

The Government of National Reconstruction is strongly committed to restore and expand agricultural production and to raise rural living standards. To this end, the Borrower, acting through

de la vida en el área rural. Para este fin, el Prestatario, actuando por medio del Fondo Especial de Desarrollo (FED), utilizará fondos de la Cuenta Especial para consolidar los servicios de crédito agropecuario, restaurar los servicios ofrecidos antes de la guerra y dar crédito a muchos pequeños y medianos agricultores que previamente carecían de acceso a crédito. Los fondos de la Cuenta Especial serán puestos a la disposición de prestatarios individuales y cooperativas privadas de agricultores (en las cuales la tierra y/o la producción son propiedad de los miembros) a través del sistema bancario nacional, y únicamente en base a sus calificaciones técnicas y financieras. Criterios de elegibilidad, términos y condiciones serán definidos en un Convenio de Actividad suscrito por el FIR, el FED y la AID.

the Fondo Especial de Desarrollo (FED), will utilize Special Account funds to strengthen agricultural credit services, restoring the services provided before the war and extending credit to many small and medium-sized farmers who previously lacked access to credit. Special Account funds will be made available through the national banking system to individual borrowers and to farmer-owned cooperatives (those in which the land and/or the production belongs to the members) solely on the basis of their technical and financial qualifications. Eligibility criteria, terms and conditions will be defined in an Activity Agreement which will be signed by the FIR, the FED, and AID.

3. Mejoramiento de Caminos.

Esta Actividad incluye la rehabilitación, mejoramiento y construcción de caminos. Esta actividad será ejecutada por el Departamento de Carreteras del Ministerio de Construcción. El objetivo principal será aumentar acceso a y desde las áreas rurales, y de esa manera bajar los costos incurridos en el transporte de

3. Road Improvement.

This Activity includes the rehabilitation, upgrading and construction of roads. This activity will be implemented by the Highway Department of the Ministry of Construction. The principal objective is to increase accessibility to and from rural areas and thereby lower the costs of transporting people, goods and services.

personas, bienes y servicios. La implementación de este componente también beneficiará a los trabajadores nicaraguenses a través de la generación de empleos.

El trabajo de caminos incluido en esta Actividad podrá incluir la reparación y reconstrucción de carreteras y el mejoramiento y construcción de caminos de acceso y penetración. Los caminos o segmentos de caminos específicos a ser financiados, serán señalados en un Convenio de Actividad a ser suscrito por el FIR, el Ministerio de la Construcción y la AID.

4. Viviendas de Bajo Costo

La escasez de viviendas de bajo costo, provistas de agua potable, electricidad y servicio de aguas negras será aliviada por medio de una Actividad implementada por el Ministerio de Vivienda y Asentamientos Humanos. Las viviendas financiadas bajo esta Actividad serán de propiedad privada y a sus futuros dueños se les alentará a participar en su construcción.

5. Desarrollo Municipal

El Programa puede financiar una Actividad de desarrollo municipal para el fortalecimiento del gobierno

Implementation of this component will also benefit the Nicaraguan workers through the generation of employment.

The road work included in this Activity may include the repair and reconstruction of highways and the upgrading and construction of feeder and access roads. Specific roads or road segments to be financed will be specified in an Activity Agreement to be signed by the FIR, the Ministry of Construction and AID.

4. Low-Cost Housing

The shortage of low-cost housing providing potable water, electricity and waste disposal will be addressed by an Activity implemented by the Ministry of Housing and Settlements. Housing financed under this Activity will be for private ownership, and future owners will be encouraged to participate in the construction process.

5. Municipal Development

The Program may finance a municipal development Activity to strengthen local governments and to improve their

local y para mejorar su habilidad para proveer servicios sociales y económicos. Esta Actividad tratará de aliviar los impedimentos financieros y administrativos que encaran las municipalidades proveyéndole a estos gobiernos locales (a) asistencia técnica y adiestramiento para incrementar los ingresos locales y mejorar su administración, y (b) capacidad para la obtención de préstamos para infraestructura.

ability to provide social and economic services. The proposed Activity would address the financial and administrative constraints facing local level municipalities by providing municipal governments with (a) technical assistance and training to increase local revenues and improve management, and (b) credit for public infrastructure.

6. Escuela Nacional de Agricultura

El desarrollo de un sector agrícola eficiente y equitativo es esencial para la salud económica de Nicaragua. La expansión y el progreso de la educación agrícola contribuirán sustancialmente a tal propósito preparando a un número significativo de administradores de fincas y técnicos agrícolas.

La Actividad propuesta financiaría el diseño y construcción de los edificios de una Escuela Nacional de Agricultura, incluyendo aulas, laboratorios, biblioteca, edificios para actividades agrícolas diversas, cafetería y dormitorios. Esta Actividad pudiera también incluir financiamiento para comprar materiales y equipo de laboratorio.

6. National School of Agriculture

The development of an efficient, equitable agricultural sector is essential to the economic health of Nicaragua. Expansion and improvement of agricultural education will make a substantial contribution to that effort by preparing a significant number of farm managers and agricultural technicians.

The proposed Activity would finance the design and construction of the buildings for a national school of agriculture, including classrooms, laboratories, library, farm buildings, cafeteria and dormitories. The Activity might also include financing to buy agricultural production materials and equipment, and laboratory equipment.

7. Reconstrucción de Managua

Aunque la Junta de Reconstrucción de Managua (JRM) ha hecho un enorme progreso desde el terremoto de 1972 en la reconstrucción de la infraestructura esencial de la ciudad de Managua, todavía quedan por terminar trabajos adicionales en los cauces, alcantarillado, calles y otros servicios. Pudiera elaborarse un Convenio de Actividad entre la JRM, el FIR y la AID para financiar trabajos de alta prioridad de esta índole.

7. Managua Reconstruction

Although the Junta for the Reconstruction of Managua (JRN) has made enormous progress since the 1972 earthquake in rebuilding the essential infrastructure for the city of Managua, additional work in terms of storm drains, sewerage facilities, streets and other public facilities remains to be completed. An Activity Agreement between the JRM, the FIR and AID may be developed to finance high priority activities of these types.

8. Agua Potable y Alcantarillado

La mayoría de los nicaraguenses no viven en lugares que ofrezcan acceso razonable al agua potable y a un sistema adecuado de eliminación de desechos. Como resultados de esta carencia existe una alta prevalencia de enfermedades prevenibles y de enfermedades contagiosas. Para mejorar las condiciones sanitarias de las áreas urbanas pobres, el Instituto Nacional de Acueductos y Alcantarillado (INAA) preparará una Actividad a ser financiada bajo este Programa.

8. Potable Water and Sewerage

Most Nicaraguans do not live in areas offering reasonable access to potable water and to adequate waste disposal systems. As a result, there is a high prevalence of preventable illness and communicable diseases. To improve health conditions in low income urban areas, the National Institute of Water Supply and Sewerage (INAA) will prepare an Activity to be financed under the Program.

9. Otras Actividades

En adición o sustitución

9. Other Activities

Other Activities, in addition

de las ya indicadas, pudieran emprenderse otras Actividades por mutua consentimiento de las Partes.

to or substitution for thos indicated above, may be undertaken by mutual consent of the Parties.

BELGIUM

Air Transport Services

Agreement effected by exchange of notes
Signed at Washington October 23, 1980;
Entered into force October 23, 1980.

The Belgian Ambassador to the Secretary of State

BELGIAN
EMBASSY

October 23, 1980.

Sir :

I have the honor to refer to the United States-Belgium Air Services Agreement of April 5, 1946, as amended;[1] the Memorandum of Understanding on Passenger Charter Air Services of October 17, 1972, as extended;[2] and the related Protocol, which entered into force on December 12 and 14, 1978.[3]

Article 15 of the Protocol envisioned the conclusion of a new air transport agreement between our two countries, incorporating the provisions of the Protocol and updating provisions on other aspects of the bilateral air transport regime.

I now have the honor to propose that the above cited agreements governing United States-Belgium air transport be replaced in their entirety by the Agreement enclosed with this note.

If this arrangement is agreeable to the Government of the United States of America, I further propose that this note and its enclosure, together with your affirmative reply, shall constitute an agreement between our two Governments, which shall enter into full force and effect on October 23, 1980.

I avail myself of this opportunity, Sir, to renew to you the assurances of my highest consideration.

J. Raoul Schoumaker
Ambassador of Belgium

The Honorable
Edmund S. Muskie
The Secretary of State

[1] TIAS 1515, 8923, 9207; 60 Stat. 1585; 29 UST 2027; 30 UST 617.
[2] TIAS 7479, 8265, 8618; 23 UST 2921; 27 UST 1584; 28 UST 5187.
[3] TIAS 9207; 30 UST 620.

AIR TRANSPORT AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
BELGIUM

The Government of the United States of America and the Government of Belgium;

Desiring to promote an international air transport system based on fair competition among airlines in the marketplace with minimum governmental regulation;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to develop an air service system which caters to all segments of demand and provides a wide and flexible range of air services;

Desiring to make it possible for airlines to offer a variety of service options at the lowest prices that are not predatory or discriminatory and do not represent abuse of dominant position, and wishing to encourage airlines to develop and implement innovative and competitive prices;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming

their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property, adversely affect the operation of air transportation, and undermine public confidence in the safety of civil aviation;

Agreeing that cargo operations between their countries should be conducted in a deregulated environment;

Being Parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944; [1]

Desiring to conclude a new agreement covering all forms of air transportation to replace the Air Transport Agreement concluded between them and signed at Brussels on April 5, 1946; the 1972 Memorandum of Understanding on Passenger Charter Air Services; the 1977 Exchange of Notes Amending the 1946 Agreement and Extending the 1972 Memorandum of Understanding; and the December 1978 Protocol between the Government of the United States and the Government of Belgium Amending the Air Transport Agreement of 1946, as amended;

Have agreed as follows:

[1] TIAS 1591, 6605, 6681; 61 Stat. 1180; 19 UST 7693; 20 UST 718.

ARTICLE 1

Definitions

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Civil Aeronautics Board or the Department of Transportation, whichever has jurisdiction, or their successor agencies, and in the case of Belgium, l'Administration de l'Aeronautique Civile, or its successor agency;

(b) "Agreement" means this Agreement, its Annexes, and any amendments thereto;

(c) "Air transportation" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination, for remuneration or hire;

(d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:

(i) any amendment which has entered into force under Article 94(a) of the Convention and has been ratified by both parties, and

(ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both parties;

(e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;

(f) "International air transportation" means air transportation which passes through the air space over the territory of more than one State;

(g) "Price" means:

(i) any fare, rate or price to be charged by airlines, or their agents, and the conditions governing the availability of such fare, rate or price;

(ii) the charges and conditions for services ancillary to carriage of traffic which are offered by airlines; and

(iii) amounts charged by airlines to air transportation intermediaries;

for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air transportation.

(h) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and mail in air transportation;

(i) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto; and

(j) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property or facilities.

ARTICLE 2

Grant of Rights

(1) Each Party grants to the other Party the following rights for the conduct of international air transportation by the airlines of the other Party:

(a) the right to fly across its territory without landing;

(b) the right to make stops in its territory for non-traffic purposes;

(c) the rights otherwise specified in this Agreement, and its Annexes.

(2) Nothing in paragraph (1) of this article shall be deemed to grant the right for one Party's airlines to take up in the territory of the other Party passengers, cargo and mail carried for remuneration or hire and destined for another point in the territory of that other Party.

ARTICLE 3

Designation and Authorization

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;

(b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation

of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety).

ARTICLE 4

Revocation of Authorization

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

(a) substantial ownership and effective control of that airline are not vested in the other Party or the other Party's nationals;

(b) that airline has failed to comply with the laws and regulations referred to in Article 5 of this Agreement; or

(c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

ARTICLE 5

Application of Laws

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE 6

Safety

(1) Each Party shall recognize as valid, for the purpose of operating the air transportation provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Convention. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety and security standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety and security standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to

conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE 7

Aviation Security

Each Party:

(1) reaffirms its commitment to act consistently with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on September 14, 1963,[1] the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on December 16, 1970,[2] and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on September 23, 1971;[3]

(2) shall require that operators of aircraft of its registry act consistently with applicable aviation security provisions established by the International Civil Aviation Organization; and

(3) shall provide maximum aid to the other Party with a view to preventing unlawful seizure of aircraft, sabotage to aircraft, airports, and air navigation facilities, and threats to aviation security; give sympathetic consideration to any request from the other Party for special security measures for its aircraft or passengers to meet a particular

[1] TIAS 6768; 20 UST 2941.
[2] TIAS 7192; 22 UST 1641.
[3] TIAS 7570; 24 UST 564.

threat; and, when incidents or threats of hijacking or sabotage against aircraft, airports or air navigation facilities occur, assist the other Party by facilitating communications intended to terminate such incidents rapidly and safely.

ARTICLE 8

Commercial Opportunities

(1) The airlines of one Party shall have the right to establish offices in the territory of the other Party for the promotion and sale of their services.

(2) The designated airlines of one Party shall have the right, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, to bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air transportation.

(3) Each designated airline may perform its own ground handling in the territory of the other Party ("self-handling") or, at its option, select among competing agents for such services. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each airline of one Party may engage in the sale of air transportation in the territory of the other Party directly and, at the airline's discretion, through its agents. In the case of charter services, however, such sales shall be subject to the applicable respective rules on a non-discriminatory basis. Each airline shall be free to sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each airline of one Party shall have the right to convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or remittance taxation at the rate of exchange applicable to current transactions and remittance.

ARTICLE 9

Customs Duties and Taxes

(1) On arriving in the territory of one Party, aircraft operated in international air transportation by the designated airlines of the other Party, their regular equipment, ground equipment, fuel, lubricants, consumable technical supplies, spare parts including engines, aircraft stores (including but not limited to such items as food, beverages and liquor, tobacco and other products destined for sale to or use by passengers in limited quantities during the flight), and other items intended for or used solely in connection with the operation or servicing of aircraft engaged in international air transportation shall be exempt, on the basis of reciprocity, from all import restrictions, property taxes and capital levies, customs duties, excise taxes, and similar fees and charges imposed by the national authorities, and not based on the cost of services provided, provided such equipment and supplies remain on board the aircraft.

(2) There shall also be exempt, on the basis of reciprocity, from the taxes, duties, fees and charges referred to in paragraph (1) of this Article, with the exception of charges based on the cost of the service provided:

(a) aircraft stores introduced into or supplied in the territory of a Party and taken on board, within reasonable limits, for use on outbound aircraft of a designated airline of the other Party engaged in international air transportation, even when these stores are to be used on a part of the journey performed over the territory of the Party in which they are taken on board;

(b) ground equipment and spare parts including engines introduced into the territory of a Party for the servicing, maintenance or repair of aircraft of a designated airline of the other Party used in international air transportation; and

(c) fuel, lubricants and consumable technical supplies introduced into or supplied in the territory of a Party for use in an aircraft of a designated airline of the other Party engaged in international air transportation, even when these supplies are to be used on a part of the journey performed over the territory of the Party in which they are taken on board.

(3) Equipment and supplies referred to in paragraphs (1) and (2) of this Article may be required to be kept under the supervision or control of the appropriate authorities.

(4) The exemptions provided for by this Article shall also be available where the designated airlines of one Party

have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraphs (1) and (2) of this Article.

(5) Each Party shall use its best efforts to secure for the designated airlines of the other Party, on the basis of reciprocity, an exemption from taxes, duties, charges and fees imposed by State, regional and local authorities on the items specified in paragraphs (1) and (2) of this Article, as well as from fuel through-put charges, in the circumstances described in this Article, except to the extent that the charges are based on the actual cost of providing the service.

ARTICLE 10

User Charges

(1) User charges imposed by the competent charging authorities on the airlines of the other Party shall be just, reasonable, and non-discriminatory.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the airport, air navigation, and aviation security facilities and services. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges. Each Party shall encourage consultations between the competent charging authorities in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities and the airlines to exchange such information as may be necessary to permit an accurate review of the reasonableness of the charges.

ARTICLE 11

Fair Competition

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in providing the international air transportation services covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

ARTICLE 12

Pricing

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

(a) prevention of predatory or discriminatory prices or practices;

(b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 45 days before the proposed date of effectiveness for passenger services and 60 days for cargo services. In individual cases, notification or filing may be permitted on shorter notice than normally

required. Neither Party shall require the notification or filing by airlines of the other Party or by airlines of third countries of prices charged by charterers to the public for traffic originating in the territory of that other Party.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price charged or proposed to be charged by (a) an airline of either Party or by an airline of a third country for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and a third country, including in both cases transportation on an interline or intra-line basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, (a) an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, roundtrip requirements, connections, type of service or aircraft type, or (b) such price through a combination of prices.

ARTICLE 13

Surface Transportation

Notwithstanding any other provision of the Agreement, the airlines and charterers of both Parties shall be permitted to employ any surface transportation that is incidental to international air transportation, provided that passengers or shippers are not misled as to the facts concerning such transportation.

ARTICLE 14

Commissions

The airlines of one Party may be required to file with the aeronautical authorities of the other Party the level or levels of commissions and all other forms of compensation to be paid or provided by such airline, in any manner or by any device, directly or indirectly, to or for the benefit of any person (other than its own employees) for the sale of air transportation originating in the territory of the other Party.

ARTICLE 15

Enforcement

(1) The Party in whose territory the traffic originates shall have the exclusive jurisdiction for the enforcement of its rules and regulations.

(2) The Parties shall cooperate with each other on enforcement matters.

(3) Each Party may take such steps as it considers necessary to regulate the conduct of its own airlines, charterers, travel organizers, agents, forwarders, or shippers offering or organizing services covered by this Protocol. However, such regulations shall not preclude or limit the power of the other Party to regulate, within its territory and pursuant to its domestic laws, the conduct of such organizations or individuals of the first Party.

ARTICLE 16

Consultations

Either Contracting Party may, at any time request consultations on the implementation, interpretation, application or amendment of this Agreement or compliance with this Agreement. Such consultations shall begin within a period of 60 days from the date the other Contracting Party receives the request, unless otherwise agreed by the Contracting Parties.

ARTICLE 17

Settlement of Disputes

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under paragraph (3) of Article 12 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

(a) within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;

(b) if either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Court of Justice to appoint the necessary arbitrator or arbitrators within 30 days. If the President is of the same nationality as one of

the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted, whichever is sooner. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any

clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Court of Justice in connection with the procedures of paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE 18

Amendment

Any amendments or modifications of this Agreement agreed by the Parties shall come into effect when confirmed by an Exchange of Notes.

ARTICLE 19

Termination

Either Party may, at any time give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement before the end of this period.

ARTICLE 20

Multilateral Agreement

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE 21

Registration with ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 22

This Agreement shall supersede the Air Transport Agreement signed at Brussels on April 5, 1946; the 1972 Memorandum of Understanding on Passenger Charter Air Services; the 1977 Exchange of Notes Amending the 1946 Agreement and Extending the 1972 Memorandum of Understanding; and the December 1978 Protocol between the Government of the United States and the Government of Belgium Amending the Air Transport Agreement of 1946, as amended.

ARTICLE 23

Entry into Force

This Agreement shall enter into force on the date of exchange of notes through diplomatic channels.

ANNEX I

Scheduled Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airline.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States via intermediate points to Belgium and beyond to any point or points outside Belgium, including points in the United States, without geographical or directional limitation.

B. Routes for the airline or airlines designated by the Government of Belgium:

(a) From Belgium via intermediate points to Atlanta, New York City, and three additional points in the United States, and beyond to any point or points in Canada and/or Mexico. 1/

1/ For operations between these points and points beyond the United States, traffic rights are granted for the following segments only: (a) between one point in the United States and one point in Canada; and (b) between one point in the United States and Mexico City. The Belgian Government shall designate through diplomatic channels: (a) the point in Canada to be served with traffic rights, (b) the point in the United States beyond which traffic rights to Canada will be exercised, and (c) the point in the United States beyond which traffic rights to Mexico City will be exercised. Any of these three points may be changed upon 60 days' notice to the United States Government. The two United States points must be chosen from among the five points in the United States available for service by a Belgium designated airline. [Footnote in the original.]

ANNEX I

(b) From Belgium via intermediate points to any point or points in the United States and beyond to any point or points in Canada and/or Mexico. This route is authorized for all-cargo services only. 2/

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation; serve points on the routes in any combination and in any order; and omit stops at any point or points outside the territory of the Party which has designated that airline without loss of any right to carry traffic otherwise permissible under this Agreement.

2/ For operations beyond the United States, traffic rights are granted only for the segment between Mexico City and the one point in the United States designated by the Belgian Government through diplomatic channels for service on route (a), above. However, the operating flexibility granted in Section 2 shall apply with respect to points in Canada (i.e., on all-cargo flights serving a point in Canada as both an intermediate and beyond point with one landing, the Canadian point shall be considered as an intermediate with full traffic rights). [Footnote in the original.]

ANNEX I

Section 3

On any segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated.

ANNEX II

Charter Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or roundtrip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in transportation other than under this Annex; or (ii) in transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party. However, favorable consideration shall be extended on the basis of comity and reciprocity to applications by designated airlines to carry such traffic with a stopover of less than two consecutive nights.

ANNEX II

Section 2

With regard to traffic originating in the territory of either Party, each airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or roundtrip basis, as that Party now or hereafter specifies shall be applicable to such transportation. In addition, designated airlines of one Party may also operate charters with traffic originating in the territory of the other Party in compliance with the laws, regulations and rules of the first Party. When the regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the aeronautical authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the most liberal regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the

ANNEX II

territory of that other Party on a one-way or roundtrip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the aeronautical authorities of that other Party.

The Secretary of State to the Belgian Ambassador

DEPARTMENT OF STATE
WASHINGTON

OCT 23 1980

Excellency:

I have the honor to acknowledge receipt of your Note of today's date which reads as follows:

"Sir:

I have the honor to refer to the United States-Belgium Air Services Agreement of April 5, 1946, as amended; the Memorandum of Understanding on Passenger Charter Air Services of October 17, 1972, as extended; and the related Protocol, which entered into force on December 12 and 14, 1978.

Article 15 of the Protocol envisioned the conclusion of a new air transport agreement between our two countries, incorporating the provisions of the Protocol and updating provisions on other aspects of the bilateral air transport regime.

I now have the honor to propose that the above cited agreements governing United States-Belgium air transport be replaced in their entirety by the Agreement enclosed with this note.

If this arrangement is agreeable to the Government of the United States of America, I further propose that this note and its enclosure, together with your affirmative reply, shall constitute an agreement between our two governments, which shall enter into full force and effect on October 23, 1980.

I avail myself of this opportunity, Sir, to renew to you the assurances of my highest consideration.

(signed) J. Raoul Schoumaker
Ambassador of Belgium"

In reply, I have the honor to inform your Excellency that the Government of the United States of America

His Excellency
J. Raoul Schoumaker,
Ambassador of Belgium.

agrees that the cited agreements governing United States-Belgium air services shall be replaced in their entirety by the agreement enclosed with your Note and also agrees that your Note and its enclosure, together with this reply, shall constitute an agreement between our two Governments which shall enter into full force and effect on October 23, 1980.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

Ernest Johnston [1]

[1] Ernest Johnston

MOROCCO

Provisional Commission on Educational and Cultural Exchange

Agreement amending and extending the agreement of July 17, 1979.
Effected by exchange of notes
Signed at Rabat September 24, 1980;
Entered into force September 24, 1980.

The American Chargé d'Affaires ad interim to the Moroccan Minister of State for Foreign Affairs and Cooperation

No. 307 RABAT, *September 24, 1980*

EXCELLENCY:

I have the honor to refer to the exchange of notes which took place in Rabat on July 17, 1979,[1] between the Government of the United States of America and the Government of the Kingdom of Morocco, establishing a Provisional Commission on Educational and Cultural Exchange and establishing an educational exchange program. I have the honor to refer also to the recent conversation between representatives of our two governments concerning the continuation of the educational exchange program. I am pleased to advise you that the Government of the United States of America proposes to extend the agreement of July 17, 1979 with amendments as follows:

A Provisional Commission on Educational and Cultural Exchange is established. This Provisional Commission will have the following functions:

(1) The establishment of an educational exchange program including facilitative assistance between the two countries and the determination of the amount of money to be allotted to each of the following areas:

A. Short term courses to enable Moroccan university-level professors to update their professional skills;

B. Graduate-level research and advanced training programs in the United States for Moroccan faculty members;

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[1] TIAS 9618; 31 UST 506.

C. Expansion of the current program by which Moroccan students may be sent to the United States for training, primarily at the graduate level;

D. Training in the United States of Moroccan teachers of English;

E. Joint advanced research programs in Morocco;

F. Advanced research in Morocco by United States professors and researchers;

G. Sending American professors and graduate students to Morocco.

(2) The selection of participants. The selection of the programs and candidates will include on the American side the approval procedures of the Board of Foreign Scholarships and on the Moroccan side, the agreement of the appropriate authorities.

The two governments will provide equal shares of the total budget of 500,000 dollars for the academic year 1981–82; provided, however, that the obligation of the Government of the United States of America to contribute such funds shall be subject to the appropriation of funds for this purpose by the Congress of the United States of America. Each of the governments will give directly to the participants the sums decided upon within the framework of the exchange program established by the Provisional Commission.

The Provisional Commission shall consist of representatives of Morocco and of the United States of America designated by their respective governments.

The Provisional Commission shall have its headquarters in Rabat.

The necessary administrative support for the Provisional Commission will be provided by the Moroccan side.

Representatives of the two parties shall meet to examine the recommendations made by the Provisional Commission relative to the establishment of a permanent binational commission on educational and cultural exchange. This permanent commission will have a juridical personality and financial autonomy.

The Provisional Commission will cease to exist by September 30, 1981.

If the foregoing is acceptable to the Government of Morocco, this note and your reply shall constitute an agreement between our two governments effective from the date of your note of reply until September 30, 1981.

Accept, Excellency, the renewed assurances of my highest consideration.

PETER SEBASTIAN

Peter Sebastian
Chargé d'Affaires a.i.

His Excellency
M'HAMED BOUCETTA,
Minister of State for Foreign Affairs and Cooperation,
Rabat.

TIAS 9904

The Moroccan Secretary of State for Cooperation, Ministry of State for Foreign Affairs and Cooperation, to the American Ambassador

ROYAUME DU MAROC

MINISTERE D'ETAT CHARGE
DES
AFFAIRES ETRANGERES
ET DE LA COOPERATION

No. 2/3442 RABAT, *le 24 sep 1980*

MONSIEUR L'AMBASSADEUR,

Vous avez bien voulu me faire part de la lettre ainsi libelée:

"J'ai l'honneur de faire référence à l'échange de notes qui a eu lieu à Rabat le 17 Juillet 1979 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume du Maroc, créant une Commission Provisoire pour les Echanges Educatifs et Culturels et établissant un programme d'échanges éducatifs. J'ai l'honneur de faire référence également au récent entretien entre des représentants de nos deux gouvernements au sujet de la poursuite du programme d'échanges éducatifs. Je suis heureux de porter à votre connaissance que le Gouvernement des Etats-Unis d'Amérique propose de proroger, avec modifications, l'accord du 17 Juillet 1979 comme suit:

La création d'une Commission Provisoire pour les Echanges Educatifs et Culturels. Cette Commission Provisoire aura les attributions suivantes:

(1) L'établissement d'un programme d'échanges éducatifs y compris des facilités pour encourager les échanges entre les deux pays et la répartition des sommes à affecter à chacun des domaines suivants:

A. Stages de courte durée permettant le recyclage de professeurs marocains d'enseignement supérieur;

B. Programmes de recherche et de formation avancée aux Etats-Unis pour des enseignants marocains poursuivant leurs études post-universitaires;

C. Elargissement du programme actuel dans le cadre duquel des étudiants marocains peuvent être envoyés aux Etats-Unis pour, en priorité, une formation de niveau post-universitaire;

D. Formation aux Etats-Unis de professeurs marocains de langue anglaise;

E. Programmes conjoints de recherche avancée au Maroc;

F. Recherches avancées menées au Maroc par des professeurs et chercheurs américains;

G. Envoi au Maroc de professeurs et étudiants post-universitaires américains.

(2) La sélection des participants. La sélection des programmes et des candidats comprendra, du côté américain, la procédure d'approbation par le Board of Foreign Scholarships et du côté marocain, l'accord de l'autorité habilitée à cet effet.

Les deux gouvernements contribueront à part égale au budget total de 500.000 dollars pour l'année universitaire 1981–82 à la condition, cependant, que l'obligation du Gouvernement des Etats-Unis de contribuer à de tels fonds fasse l'objet d'affectation de fonds dans ce but par le Congrès des Etats-Unis d'Amérique. Chacun des deux gouvernements servira directement aux participants bénéficiaires les sommes arrêtées dans le cadre du programme d'âchanges élaboré par la Commission Provisoire.

La Commission Provisoire sera composée de représentants du Maroc et des Etats-Unis d'Amérique tels que désignés par leurs gouvernements respectifs.

La Commission aura son siège à Rabat.

L'appui administratif nécessaire à la Commission Provisoire sera fourni par la partie marocaine.

Les représentants des deux parties décident de se réunir pour examiner les recommandations faites par la Commission Provisoire relatives à la création d'une commission binationale permanente pour les échanges éducatifs et culturels. La Commission permanente aura la personnalité juridique et l'autonomie financière.

La Commission Provisoire sera dissoute au plus tard le 30 septembre 1981.

Dans le cas où les termes énoncés ci-dessus recueilleraient l'agrément du Gouvernement du Maroc, la présente note et votre réponse constitueraient un accord entre nos deux gouvernements qui entrerait en vigueur à compter de la date de votre note de réponse jusqu'au 30 Septembre 1981."

J'ai l'honneur de vous confirmer l'accord du Gouvernement marocain sur ce qui précède.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération.

ABDELHAQ TAZI

Secretary of State for Cooperation
Ministry of State
for Foreign Affairs and Cooperation

A Son Excellence Monsieur ANGIER BIDDLE DUKE
Ambassadeur des Etats-Unis d'Amérique a
— Rabat —

Translation

KINGDOM OF MOROCCO

MINISTRY OF STATE FOR
FOREIGN AFFAIRS AND COOPERATION

No. 2/3442 RABAT, *September 24, 1980*

MR. AMBASSADOR:

I refer to your letter which reads as follows:

[For the English language text, see pp. 3563-3564.]

I have the honor to inform you that the foregoing is acceptable to the Government of Morocco.

Accept, Mr. Ambassador, the assurances of my high consideration

ABDELHAQ TAZI

Secretary of State for Cooperation
Ministry of State
for Foreign Affairs and Cooperation

His Excellency
ANGIER BIDDLE DUKE,
Ambassador of the United States
of America,
Rabat.

SPAIN

Defense: Use of Military Facilities in Spain

Procedural annexes XI and XII to the agreement of January 31, 1976.[1]
Signed at Madrid December 19, 1978;
Entered into force December 19, 1978.
With exchange of notes.

[1] TIAS 8361; 27 UST 3095, in implementation of the Treaty of Friendship and Cooperation of Jan. 24, 1976. TIAS 8360; 27 UST 3005.

PROCEDURAL ANNEX XI
PETROLEUM PRODUCTS PIPELINE AND INLAND TERMINALS RULES
RELATIVE TO THE ROTA-ZARAGOZA PIPELINE
AND COMPLEMENTARY FACILITIES

1. Description

The petroleum products pipeline and inland terminals are Spanish military installations. The pipeline is described as follows:

A steel pipeline of twelve, ten, and eight inch diameter, 485 miles (780 kms.) long extending from and including the petroleum products manifold located approximately 23 meters west of pump station number 1 and continuing to and including station number 6, La Muela. The pipeline includes the six pump stations at Rota, El Arahal, Adamuz, Poblete, Loeches and La Muela. The inland terminals include the three terminal storage stations at Loeches with 169,159 M^3 capacity, La Muela with 109,698 M^3 capacity and El Arahal with 137,000 M^3 capacity and the tubing which connects these stations with the petroleum products storage facilities at Torrejon, Zaragoza and Moron Air Bases.

The pipeline is connected with the petroleum products receiving facility at Rota Naval Base, which includes the bulk petroleum/loading pier at Rota and continuing to, but not including, the petroleum products manifold located approximately 23 meters west of pump station number 1, Rota.

2. Operation of the Pipeline

The pipeline is a Spanish military installation, which will be managed, operated and maintained by CAMPSA.

3. Movement of United States Forces' Product Through the Pipeline

For such period of time as the Treaty is in force, Spain guarantees to the United States the following services:

3.1 Movement and storage of normal petroleum product requirements of the United States through the pipeline.

3.2 Operation and maintenance of the pipeline.

3.3 The availability of expanded use of the pipeline for requirements of the United States Forces in case of emergency and use of the Tarragona to Zaragoza pipeline for movement and storage of normal petroleum products requirements and availability of expanded use in an emergency.

3.4 Operation and maintenance expenses related to the above services will be subject to the reimbursement of an agreed amount.

4. Priority of Movements

Movement of United States Forces' product through the pipeline will be given equal priority with the movement of Spanish military product and both will take precedence over commercial product movements. To avoid interferences with the movement of commercial products, the United States Forces will, one month in advance, advise of their requirements for the following month.

5. Quality and Quantity Control

The pipeline is for the movement of refined products only and under no circumstances will crude products be moved through the pipeline. The quality and quantity control of United States Forces' products moved through the pipeline will be the responsibility of CAMPSA, using standards and procedures agreed upon by the Mixed Technical Commission referred to in paragraph 14 of this Annex. United States and Spanish technical personnel will have the right of access to pipeline facilities to coordinate pipeline movements and product quality and quantity control procedures.

6. Custody

CAMPSA shall have custody of United States Forces' product whenever it is in the pipeline or in the inland terminals.

7. Testing and Measuring

United States Forces' product shall be tested and measured prior to its acceptance by CAMPSA for custody and after its subsequent delivery to the United States Forces, in accordance with procedures established in Annex XII. In measuring the quantity of United States Forces' product accepted and delivered, correction shall be made to volume at 15 degrees centigrade.

8. Delivery of United States Forces' Products

CAMPSA shall transport through the pipeline and deliver into storage facilities at the bases of Moron, Torrejon and Zaragoza the quantity of United States Forces' product accepted into its custody,

except as otherwise provided in paragraph 9 of this Annex. The delivered product shall meet United States military specifications. Delivery shall be accomplished in accordance with time schedules established by the Mixed Technical Commission.

9. Losses or Contamination of United States Forces' Product

United States Forces' product lost or contaminated while in CAMPSA custody shall be either replaced in kind by the Spanish Government or reimbursement therefor made to the United States Forces based on the cost of the product to the United States Forces. The Spanish Government shall not be liable for any loss or contamination of United States Forces' product caused by acts of God or war. Normal evaporation losses and products withdrawn for sampling purposes, as agreed to in the Mixed Technical Commission, shall be deducted when computing any possible fuel losses to be replaced by the Spanish Government.

10. Claims

The Spanish Government will assume responsibility for the settlement and payment of any claims arising out of the operation and maintenance of the pipeline and inland terminals that could be made against the Government of the United States or members of "United States personnel in Spain," except for claims arising out of acts of intentional misconduct or gross negligence of said personnel.

Claims arising out of acts of intentional misconduct or gross negligence by said personnel shall be handled in accordance with the provisions of Section II of the Agreement in Implementation.

11. Use, Operation and Maintenance of the Inland Terminals

CAMPSA will operate and maintain the inland terminals for the storage of United States products.

11.1 The inland terminals as defined in paragraph 1 are Spanish military installations which will be managed, operated, and maintained in accordance with the following rules and procedures:

11.1.1 Phase I. This phase will last three months from the signing of this Annex. During this period, the United States Forces will continue to operate and maintain the inland terminals while CAMPSA will hire the personnel necessary for their operation and maintenance. The United States Forces will institute a training program and begin training personnel as they are made available by CAMPSA.

11.1.2 Phase II. This phase will begin upon completion of phase I and will last approximately one - three months. During this period, United States Forces will continue training CAMPSA personnel and will be prepared to turn over the inland terminals when said personnel are fully qualified.

11.1.3 The time periods for phase I and II may be adjusted (increased or reduced) upon request of the Spanish Government processed through the Joint Committee for Politico-Military Administrative Affairs (PMAA).

11.2 Upon completion of phase II, the Spanish Government, through CAMPSA, will be fully responsible for the operation and maintenance of the inland terminals and will insure that the necessary spare parts and equipment are on hand to maintain and operate these terminals. In order to assure that the inland terminals remain operational, the United States Forces will provide from an agreed inventory on an "as required" basis, and at no cost to CAMPSA, the spare parts and equipment on hand in Spain as of the effective date of this Annex that are peculiar to the inland terminals and necessary for their operation and maintenance in accordance with specifications of the United States Forces. During the period the Treaty is in force, the United States Forces will provide, if available, any other spare parts or equipment associated with these terminals subject to determination of need and mutually acceptable sales conditions.

11.2.1 The United States Government will assume responsibility for the condition of the inland terminals at the time of their transfer and will pay all expenses required to put them into operational status, as determined by USAFE.

11.3 The Spanish Government, through CAMPSA, agrees to the following provisions:

11.3.1 Storage levels of fuels will be maintained as determined by USAFE, taking into consideration Spanish Air Force needs.

11.3.2 The product stored in the terminals is the property of the United States Government and, as such, is subject to the following controls and inventory:

- the tanks will be gauged after each receipt or issue and an inventory for the active tanks forwarded to 16AF as of 0800 daily. Additionally, on each Wednesday and the first of each month, all tanks will be gauged and a complete inventory furnished to the 16AF fuels directorate.

- CAMPSA will sample tanks in accordance with Handbook 200 and DOD Manual 4140.25. These samples will be forwarded for analysis to either the Instituto Nacional de Tecnica Aerospacial (INTA) or the appropriate USAF fuels laboratory.

- CAMPSA will be responsible for tank cleaning. All tanks must be physically entered and inspected by a United States Air Force tank inspector once each three years and cleaned if required. A tank must be cleaned any time it shows a positive sulfide test.

- The gauges/meters at the fill stands must be calibrated at six-month intervals and filters changed as recommended by the manufacturer.

11.3.3 The applicable fuels management officer will coordinate with CAMPSA all movement of United States Government product from the terminal to the bases. A projected pumping schedule will be furnished to CAMPSA and 16AF fuels directorate monthly for the coming 30-day period. This schedule will be based on known demands and will maintain at least the base minimum as prescribed by current USAFE directives. Although every attempt will be made to adhere to the proposed schedule, unforeseen changes may force the schedule to be modified. In these cases, CAMPSA must be able to provide continuous service.

11.4 At the completion of phase II, and from that time forward, the United States will reimburse the Spanish Government (through

CAMPSA) at the rate to be agreed for the operation and maintenance of the inland terminals.

12. Ullage

When determined to be available by the Mixed Technical Commission, ullage will be provided CAMPSA in the terminal storage stations at Loeches, La Muela and El Arahal, on a temporary basis to accommodate pipeline movements in an emergency or other unusual situation. Because of potential damage to empty underground storage tanks due to water table levels, such ullage will be kept available in partially filled tanks. The United States Forces shall not be responsible for any CAMPSA product degradation resulting from the provision of ullage in these tanks. If such ullage must be used to accommodate United States Forces' product movements, the Spanish Government shall not be responsible for any United States Forces' product degradation resulting from co-mingling of product. If such ullage must be used to accommodate Spanish military or CAMPSA product movements, the Spanish Government shall be responsible for any United States Forces' product degradation and shall replace in kind, or otherwise compensate the United States Forces for such degradation.

13. Utilities for Storage Facilities

Electrical power will continue to be provided from the air bases to the pump stations and the inland terminals at Loeches, La Muela and El Arahal, and CAMPSA will pay the appropriate Air Force until the supply system is replaced.

14. Mixed Technical Commission

The Mixed Technical Commission established in Procedural Annex XI of the Agreement in Implementation of Chapter VIII of the Agreement of Friendship and Cooperation between the United States of America and Spain signed August 6, 1970[1] is continued during the time this Annex is in force. The Commission, composed of technical experts of the United States Forces and the Spanish Government, will coordinate the requirements of the United States Forces and the Spanish Government for utilization of the pipeline, terminal storage stations, fuel storage depots, and the petroleum sea terminal. Any disagreements of the Mixed Technical Commission will be referred to the Joint Committee for Politico-Military Administrative Affairs for resolution.

MADRID, The 19th of December 1978

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Terence A. Todman [2]

[SEAL]

FOR THE GOVERNMENT OF SPAIN:

[3]

[SEAL]

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[2] Terence A. Todman.
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PROCEDURAL ANNEX XII
RULES RELATIVE TO PETROLEUM FACILITIES

1. Facilities and Storage Rights

1.1 United States Forces are authorized to use the following petroleum products facilities at Spanish military installations.

1.1.1 Cartagena-San Pedro. Fuel storage depot with two tunnels which have six underground storage facilities, fifteen metal storage facilities, with related services including a pumping station and an underground emergency power plant, and a discharge/loading pier.

1.1.2 Rota Naval Base. Rota petroleum sea terminal including the bulk petroleum discharge/loading pier at Rota; twenty-eight large fuel tanks located at the Southeast end of the base; nineteen miscellaneous tanks; the various pipelines connecting the piers of Rota Naval Base with the various tanks, the tanks with each other and with the petroleum products pipeline described in Procedural Annex XI; and the related services.

Storage tanks required for the issue of petroleum products to the terminals described in paragraph 1 of Annex XI will be reserved.

1.1.3 Air base facilities. Petroleum products facilities at Torrejon, Zaragoza, and Moron Air Bases.

1.2 United States Forces are authorized storage rights for petroleum products at the Spanish Navy petroleum facilities at El Ferrol-La Grana according to quantities and tanks agreed to by both Navies.

2. Availability of Petroleum Products

2.1 The naval petroleum products stored in the facilities at El Ferrol-La Grana, Cartagena-San Pedro, and Rota Naval Base will be considered as reserved for the United States and Spanish Navies.

2.2 The aviation petroleum products stored in tanks at the Rota Naval Base Sea Terminal will be considered as reserved for the United States Forces and the Spanish Air Forces.

3. Operation at Air Base Facilities

United States Forces petroleum products stored in the facilities at Torrejon, Zaragoza and Moron Air Bases will, when stocks exist, be issued to Spanish Air Force refueling vehicles upon request of said Air Force. The Spanish Government will reimburse the United States Forces in kind, at the Rota Naval Base Terminal, the amount of such products received, on a gallon for gallon basis without any surcharge. Such reimbursement will be made in accord with United States military specifications. Representatives of the Air Forces of both countries will agree in order to implement the provisions of this paragraph covering the procedures for replacement in kind.

4. Operation at Naval Base Facilities

Responsibility for the operation, management and maintenance of petroleum products facilities listed in paragraphs 1.1.1, 1.1.2 and 1.2 of this Annex will be as follows:

4.1 Cartagena-San Pedro. The United States Navy will be responsible for the operation, management and maintenance of the petroleum products facilities at Cartagena-San Pedro. The Spanish

Navy and United States Navy will jointly study the possibility of a transfer to the Spanish Navy of this responsibility at a mutually agreeable future date.

4.2 Rota Naval Base. The United States Navy will be responsible for the operation, management and maintenance of the Rota petroleum sea terminal. The Spanish Navy and the United States Navy will implement a program (the details of which will be agreed by Comandante General de la Base Naval de Rota and Commander U.S. Naval Activities Spain (Rota)), to integrate Spanish Navy personnel in the administration of the Rota petroleum sea terminal with the purpose of training in the operation of the facilities to qualify them for a possible future transfer of responsibility to the Spanish Navy for the operation, management and maintenance of the Rota petroleum sea terminal. The Spanish Navy and United States Navy will jointly prepare a program which will make possible the transfer of responsibility either because of the expiration of the Treaty or for any other reason which may make it necessary to transfer the operation, management and maintenance of the facility, as a result of subsequent negotiations.

4.3 El Ferrol-La Grana. The Spanish Navy will be responsible for the operation, management and maintenance of the petroleum products facilities at El Ferrol-La Grana.

4.4 The responsibility for operation, management and maintenance of facilities includes the control of the quality and quantity of petroleum products as well as the implementation of technical and safety standards as agreed. Each Navy will accomplish periodic inspections of its petroleum products under

the custody and control of the other Navy as required for the purposes of quality control and inventory verification, and will have a representative present at issue and receipt of its product if it desires.

4.5 A joint maintenance and readiness conference on joint petroleum products facilities will be convened on an annual basis for the purpose of recording material deficiencies and making recommendations for corrective action. The conference membership will consist of Spanish Navy and United States Navy members specifically appointed by their superiors to participate.

4.6 Procedures for issue and receipt of products at each facility will be agreed between the two Navies.

4.7 There will be no accessorial surcharges between the two Navies for the receipt, storage and issue of petroleum products at the facilities listed in paragraphs 1.1.1, 1.1.2 and 1.2 of this Procedural Annex.

5. Utilization of Piers

The following procedures will be observed at the naval facilities described in subparagraphs 1.1.1, 1.1.2 and 1.2 of this Annex.

5.1 Ship entry and exit at the El Ferrol and Cartagena Naval Bases will be governed by the provisions established in paragraph 4.2 of Annex IX-A.

Ship entry and exit at Rota Naval Base will be governed by the provisions established in accordance with paragraphs 3 and 4 of Annex VIII.

5.2 The moorage and the use of the piers designated to serve the petroleum facilities authorized for use by the United States will be regulated according to a schedule prepared by the Spanish installation commander in conjunction with the Commander, United States Naval Activities Spain (Rota), in accordance with the needs of both Navies. Normally military ships or ships carrying military cargo will have priority over commercial ships.

5.3 Other piers which could be used indirectly for the movement of petroleum products to the storage facilities made available to the United States may be used when necessary as authorized by the Spanish commander.

5.4 Pier management at El Ferrol-La Grana and Cartagena-San Pedro, which will be the responsibility of the Spanish commander, will include the establishment of technical safety instructions.

6. Utilization of Storage Tanks at Naval Bases

The Spanish Navy may store petroleum products for use by both Navies in tanks authorized for use by the United States Forces at the naval facilities described in subparagraphs 1.1.1 and 1.1.2 of this Annex on a schedule agreed upon by the United States and Spanish Navies when such products are compatible with applicable United States military specifications. When it is necessary for the United States Navy to either store or refuel petroleum products in any Spanish Navy installation not listed in this Annex, a request will be made to the Joint Committee for Politico-Military Administrative Affairs.

7. Utilization by CAMPSA of the Rota Naval Base Receiving Facility

The petroleum products receiving facility on the bulk petroleum discharge/loading pier included in the Rota petroleum sea terminal will be available for the use of Compania Arrendataria del Monopolio de Petroleos, S.A. (CAMPSA), as mutually agreed by the Spanish Navy and United States Navy and approved by the Spanish-United States Mixed Technical Commission. CAMPSA may also test for quality and quantity in the discharge of aviation products for replacement and of all products to be pumped through the pipeline.

At this receiving facility, but not forming part of the facilities granted to the United States Forces, there is a 16-inch pipeline which connects the pier directly with CAMPSA fuel depots located outside Rota Naval Base grounds, the utilization of which will also be governed by the above rules.

8. Acquisition of Products by the Spanish Navy

The Spanish Navy may acquire for its use petroleum products from stocks owned by the United States Government at the naval facilities listed in subparagraphs 1.1.1, 1.1.2 and 1.2 of this Annex at a price and in the conditions agreed to by appropriate authorities of both Governments, taking into account the provisions of paragraph 4.7, or by replacement in kind in accordance with United States military specifications.

9. Responsibilities at Air Bases

The United States Forces will be responsible for the operation, management and maintenance of the petroleum products facilities listed in paragraph 1.1.3 of this Annex. This responsibility includes the supervision and control of the quality and quantity of United States Forces petroleum products as well as the development and implementation of applicable technical safety instructions.

9.1 The Spanish and United States Air Forces will jointly study a program to qualify Spanish Air Force personnel to take over the facilities listed in paragraph 1.1.3 of this Annex, either at the expiration of the Treaty or for any other reason which may make it necessary to transfer the use of the facilities.

10. Issue of Products to the Air Force

10.1 CAMPSA may withdraw aviation fuels including JP-4 from the Rota Naval Base facilities through a facility, to be constructed at CAMPSA expense for issuing aviation fuel to Jerez de la Frontera Air Base, after agreement with the Spanish Air Force and Navy and the United States Air Force and Navy replacing the product in kind as indicated in paragraph 3 of this Annex.

10.2 If at any time it becomes necessary for Spanish Forces aircraft to be refueled directly by United States Forces at any United States facility listed in paragraph 1 of this Annex, such refueling will be accomplished, subject to payment in cash or replacement in kind, the latter in accordance with United States military regulations and specifications.

10.3 If for any special circumstances a Spanish commercial aircraft were authorized to land at Rota Naval Base, it will be provided the fuel it requires, by paying the cost of the product at the price established at the base, without any surcharge.

11. Financing of the Facilities

The cost of operation and maintenance of the petroleum products facilities listed in paragraph 1 of this Annex will be borne by the Government responsible for the operation, management and maintenance of the individual facility.

MADRID, The 19th of December 1978

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Terence A. Todman

[SEAL]

FOR THE GOVERNMENT OF SPAIN:

[SEAL]

ANEXO DE PROCEDIMIENTO XI

OLEODUCTO PARA PRODUCTOS PETROLIFEROS

NORMAS RELATIVAS AL OLEODUCTO ROTA-ZARAGOZA E INSTALACIONES COMPLEMENTARIAS.

1. DESCRIPCION

El Oleoducto para productos petrolíferos, así como los Terminales en el interior del país son instalaciones militares españolas. El Oleoducto queda descrito de la manera siguiente:

Una tubería de acero de doce, diez, y ocho pulgadas de diámetro, de 485 millas de longitud (780 kms), comprendido desde, e incluyendo, el colector múltiple situado aproximadamente a 23 metros al Oeste de la Estación de Bombeo Número 1 y continuando hasta, e incluyendo, la Estación Número 6, La Muela. El Oleoducto comprende las seis Estaciones de Bombeo de Rota, El Arahal, Adamuz, Poblete, Loeches y La Muela. Los Terminales Interiores comprenden las tres estaciones terminales de almacenamiento situadas en Loeches, con 169.159 m3 de capacidad, La Muela, con 109.698 m3 y El Arahal con 137.000 m3, así como las tuberías que conectan estas estaciones con las instalaciones de almacenamiento de productos petrolíferos situados en las Bases Aéreas de Torrejón, Zaragoza y Morón.

El Oleoducto está conectado con la instalación receptora de productos petrolíferos de la Base Naval de Rota, que incluye el muelle de carga y descarga y continúa, sin incluirlo, hasta el distribuidor de productos petrolíferos situado aproximadamente a 23 metros al Oeste de la Estación de Bombeo Número 1 de Rota.

2. FUNCIONAMIENTO DEL OLEODUCTO

El Oleoducto es una instalación militar española que estará administrada, operada y mantenida por la CAMPSA.

3. MOVIMIENTO DE PRODUCTOS DE LAS FUERZAS NORTEAMERICANAS A TRAVES DEL OLEODUCTO

Durante el período en que esté en vigor el Tratado, España garantizará a los Estados Unidos los siguientes servicios:

3.1 El movimiento y almacenamiento de las necesidades normales de productos petrolíferos de las Fuerzas de los Estados Unidos a través del Oleoducto.

3.2 Funcionamiento y mantenimiento del Oleoducto.

3.3 La posibilidad de ampliar la utilización del Oleoducto para necesidades de las Fuerzas de los Estados Unidos en caso de emergencia y el empleo del Oleoducto de Tarragona a Zaragoza para movimiento y almacenamiento de las necesidades normales de productos petrolíferos y poder ampliar su utilización en casos de emergencia.

3.4 Los gastos de funcionamiento y mantenimiento relacionados con los servicios arriba mencionados estarán sujetos al reembolso de una cantidad acordada.

4. PRIORIDAD DE MOVIMIENTOS

Al movimiento de productos de las Fuerzas norteamericanas a través del Oleoducto se le dará una prioridad idéntica al movimiento de productos de las Fuerzas militares españolas, teniendo ambos productos preferencia con respecto a los movimientos de productos comerciales. Para evitar interferencias con el movimiento de productos comerciales, las Fuerzas norteamericanas, con un mes de anticipación, comunicarán sus necesidades para el mes siguiente.

5. CONTROL DE CALIDAD Y CANTIDAD

El Oleoducto se empleará solamente para el movimiento de productos refinados y en ningún caso podrán trasladarse a través del Oleoducto productos crudos. El control de calidad y cantidad de los productos de las Fuerzas norteamericanas desplazados a través del Oleoducto será responsabilidad de CAMPSA, utilizando normas y procedimientos acordados previamente con la Comisión Técnica Mixta mencionada en el punto 14 de este Anexo. El personal técnico español y el norteamericano tendrán derecho al acceso a las instalaciones del Oleoducto para coordinar el movimiento a través del mismo, así como los procedimientos para el control de calidad y cantidad del producto.

6. CUSTODIA

La CAMPSA tendrá a su cargo la custodia del producto de las Fuerzas norteamericanas siempre que aquel se encuentre en el interior del Oleoducto o en los Terminales Interiores.

7. PRUEBA Y MEDICION

El producto de las Fuerzas norteamericanas será comprobado y medido antes de su aceptación por la CAMPSA, así como después de su correspondiente entrega a las Fuerzas norteamericanas, de acuerdo con los procedimientos establecidos en el Anexo XII. Al medir la cantidad del producto de las Fuerzas norteamericanas aceptado y entregado, deberá llevarse a cabo la corrección correspondiente al volumen a temperatura de 15 grados centígrados.

8. ENTREGA DE PRODUCTOS DE LAS FUERZAS NORTEAMERICANAS

La CAMPSA deberá transportar a través del Oleoducto y entregar en las instalaciones de almacenamiento de las Bases de Morón, Torrejón y Zaragoza, la cantidad de productos de las Fuerzas de los Estados Unidos aceptada bajo su custodia, a excepción de lo que se disponga en contrario en el párrafo 9 de este Anexo. El producto entregado deberá cumplir las especificaciones militares norteamericanas. La entrega se llevará a cabo de acuerdo con los programas establecidos por la Comisión Técnica Mixta.

9. PERDIDAS O CONTAMINACION DEL PRODUCTO DE LAS FUERZAS NORTEAMERICANAS

El producto de las Fuerzas norteamericanas perdido o contaminado, mientras se encuentre bajo la custodia de la CAMPSA, deberá ser, o bien reemplazado en especie por el Gobierno Español o bien satisfecho su importe a las Fuerzas norteamericanas, tomando como base el costo del producto a las Fuerzas norteamericanas. El Gobierno Español no será responsable de pérdida o contaminación del producto de las Fuerzas norteamericanas causada por fuerza mayor o guerra. Las pérdidas producidas por la evaporación normal, así como los productos retirados para las muestras, según acuerdo con la Comisión Técnica Mixta serán deducidos al calcular cualquier posible pérdida de combustible que tenga que ser reemplazado por el Gobierno Español.

10. RECLAMACIONES.

El Gobierno Español será responsable de la resolución y pago de cualquier reclamación originada por el funcionamiento y conservación del Oleoducto y Terminales Interiores que pudiera formularse contra el Gobierno de los Estados Unidos o miembros del "personal de los Estados Unidos en España", exceptuándose las reclamaciones procedentes de actos dolosos o negligentes del referido personal.

Las reclamaciones motivadas por actos dolosos o negligentes del referido personal, se resolverán a tenor de las estipulaciones de la Sección II del Acuerdo de Desarrollo.

11. EMPLEO, FUNCIONAMIENTO Y CONSERVACION DE LOS TERMINALES INTERIORES.

La CAMPSA cuidará del funcionamiento y conservación de los Terminales del interior del país para almacenamiento de productos de los Estados Unidos.

11.1 Los Terminales Interiores, según están definidos en el punto 1, son instalaciones militares españolas que estarán administradas, mantenidas y funcionarán de acuerdo con las siguientes reglas y procedimientos.

11.1.1. Fase I.

Esta fase tendrá una duración de tres meses a partir de la firma del Anexo. Durante este período, las Fuerzas de los Estados Unidos continuarán con el funcionamiento y conservación de los Terminales mientras que la CAMPSA asignará el personal propio y necesario para su funcionamiento y conservación. Las Fuerzas norteamericanas establecerán un programa de instrucción y empezarán a instruir al personal a medida que lo vaya disponiendo CAMPSA.

11.1.2. Fase II.

Esta fase empezará al terminar la Fase I y tendrá una duración aproximada de uno a tres meses. Durante este período, las Fuerzas norteamericanas continuarán instruyendo al

personal de la CAMPSA y estarán preparadas para entregar los Terminales Interiores cuando el referido personal esté plenamente capacitado.

11.1.3. Los períodos de tiempo correspondientes a las Fases I y II pueden ser ajustados (aumentados o disminuidos) a petición del Gobierno Español y tramitados a través del Comité Conjunto.

11.2 Al terminar la Fase II, el Gobierno Español, por medio de CAMPSA, será totalmente responsable del funcionamiento y mantenimiento de las Terminales Interiores y se asegurará de que dispone de los repuestos y equipos necesarios para mantener y operar estos Terminales. A fin de garantizar que los Terminales Interiores permanezcan operacionales, las Fuerzas de los Estados Unidos suministrarán, conforme a un inventario acordado, sobre la base de "según se requiera", y sin cargo para la CAMPSA, los repuestos y equipo disponibles en España en la fecha del presente Anexo que sean idóneos para los Terminales Interiores y necesarios para su operación y mantenimiento con arreglo a las especificaciones de las Fuerzas de los Estados Unidos.
Durante la vigencia del Tratado, las Fuerzas de los Estados Unidos proporcionarán, si disponen de ello, cualquier otro equipo o piezas de repuesto relacionados con estos Terminales sujeto a la determinación de necesidades y a las condiciones de venta mutuamente aceptables.

11.2.1. El Gobierno de los Estados Unidos asumirá la responsabilidad del estado de conservación de los Terminales Interiores en el momento de su transferencia y pagará todos los gastos necesarios para ponerlos en estado operativo, según determine la USAFE.

11.3 El Gobierno Español, a través de CAMPSA, manifiesta su acuerdo con respecto a lo siguiente:

11.3.1. Los niveles de almacenamiento de combustibles se mantendrán según se determine por la USAFE, teniendo en cuenta las necesidades de las Fuerzas Aéreas Españolas.

11.3.2. El producto almacenado en los Terminales, propiedad del Gobierno de los Estados Unidos, está sometido a los siguientes controles e inventarios:

- Los depósitos serán medidos después de cada recepción o entrega y se remitirá un inventario de los depósitos activos a las 08.00 horas, diariamente, a la 16 Fuerza Aérea. Además, cada miércoles y el día primero de cada mes, todos los depósitos serán medidos y se remitirá un inventario completo a la Dirección de Combustibles de la 16 FA.

- La CAMPSA tomará muestras de los depósitos de acuerdo con el manual 200 y el manual 4140.25 DOD (Departamento de Defensa). Estas muestras serán enviadas para su análisis o bien al Instituto Nacional de Técnica Aeroespacial (INTA) o bien al correspondiente laboratorio de combustibles de la USAF.

- La CAMPSA será responsable de la limpieza de los depósitos. Todos los depósitos deben ser inspeccionados físicamente por un Inspector de Depósitos de las Fuerzas Aéreas USA una vez cada 3 años, debiendo limpiarse si es necesario. Todo depósito debe también limpiarse en cualquier momento cada vez que la prueba de sulfuro resulte positiva.

- Los contadores existentes en los cargaderos deberáncomprobarse a intervalos de seis meses, debiendo cambiarse los filtros, según recomendación del fabricante.

11.3.3. El Oficial de Combustible norteamericano correspondiente coordinará con la CAMPSA todo el movimiento del producto propiedad del Gobierno USA desde el Terminal a las Bases. Cada mes se enviará a CAMPSA y a la Dirección de Combustibles de la 16 FA el programa de bombeo previsto para los 30 días siguientes. Este programa estará basado en las peticiones conocidas y deberá conservar los mínimos prescritos en las normas actuales de la USAF. Aunque procurará ajustarse al programa previsto, algunos imponderables pueden obligar a modificarlo. En tales casos, la CAMPSA debe estar en condiciones de proporcionar un servicio ininterrumpido

11.4 Al completarse la fase II y a partir de entonces, los Estados Unidos

reembolsarán al Gobierno Español (a través de CAMPSA) la cantidad que se acuerde para el funcionamiento y mantenimiento de las Terminales del Interior.

12. CAPACIDAD DISPONIBLE.

Cuando por la Comisión Técnica Mixta se considere que existe capacidad de almacenamiento disponible (vacío) en las estaciones de almacenamiento de los Terminales de Loeches, La Muela y El Arahal, será puesto a disposición de CAMPSA, con carácter temporal, a fín de poder reajustar los movimientos de productos por el Oleoducto en caso de emergencia o en cualquier otra situación imprevista. Con el fín de evitar los daños que pudiera causar la presión freática en los tanques enterrados, éstos se mantendrán parcialmente llenos. Las Fuerzas de los Estados Unidos no serán responsables de ninguna degradación de productos de la CAMPSA como consecuencia de haber proporcionado vacío en estos depósitos. Si los referidos vacíos tienen que utilizarse para facilitar movimiento de productos de las Fuerzas de los Estados Unidos, el Gobierno Español no será responsable de ninguna degradación de productos de las Fuerzas de los Estados Unidos cuya degradación pueda atribuirse a la mezcla de productos. Si los mencionados vacíos tienen que utilizarse para permitir movimientos de productos de la CAMPSA o bien de las Fuerzas militares españolas, el Gobierno Español será responsable de la degradación del producto de las Fuerzas de los Estados Unidos y reemplazará en especie, o compensará de cualquier otro modo a las Fuerzas de los Estados Unidos por tal degradación.

13. SERVICIO PARA LAS INSTALACIONES DE ALMACENAMIENTO.

El suministro de energía eléctrica a las Estaciones de Bombeo y Terminales Interiores de El Arahal, Loeches y La Muela continuará efectuándose desde las Bases Aéreas y CAMPSA abonará su importe a la Fuerza Aérea correspondiente hasta que proceda a la sustitución del sistema de suministro.

14. COMISION TECNICA MIXTA.

Durante la vigencia de este Anexo se mantendrá la Comisión Mixta establecida en el Anexo XI del Acuerdo de Desarrollo del Capítulo VIII del Convenio de Amistad y Cooperación entre los Estados Unidos y España firmado el 6 de agosto de 1970. La referida Comisión, compuesta por expertos

técnicos de la Fuerza norteamericana y del Gobierno Español, coordinará las necesidades del Gobierno Español y de las Fuerzas norteamericanas para el empleo del Oleoducto, de las Estaciones Terminales, de los depósitos de almacenamiento de combustible y del Terminal Marítimo de productos petrolíferos. Cualquier desacuerdo en el seno de la Comisión Técnica Mixta será puesto en conocimiento del Comité Conjunto para Asuntos Político-Militares Administrativos para su resolución.

Madrid, 19 de diciembre de 1978

Por el Gobierno de España.

Por el Gobierno de los Estados Unidos de América.

[SEAL]

[SEAL]

ANEXO DE PROCEDIMIENTO XII

NORMAS RELATIVAS A INSTALACIONES DE PETROLEO

1.- FACILIDADES Y DERECHOS DE ALMACENAMIENTO

1.1 Las Fuerzas de los Estados Unidos están autorizadas para utilizar las siguientes facilidades de productos petrolíferos en instalaciones militares españolas.

1.1.1. Cartagena-San Pedro.- Depósito de Almacenamiento de Combustible con dos túneles, los cuales tienen 6 tanques de almacenamiento subterráneo, 15 tanques metálicos de almacenamiento, una estación de bombeo y un grupo electrógeno de emergencia subterráneo, así como un muelle de carga y descarga.

1.1.2. Base Naval de Rota.- La Terminal Marítima de Petróleo de Rota incluyendo el muelle de carga y descarga de petróleo a granel en Rota; 28 grandes tanques de combustible situados en el extremo sudeste de la Base; 19 tanques diversos; diversas tuberías que conectan los muelles de la Base Naval de Rota con los tanques, los tanques entre sí y con el Oleoducto de productos petrolíferos descrito en el Anexo de Procedimiento XI y los servicios anejos.

Se reservarán los tanques de almacenamiento necesarios para el suministro de productos petrolíferos a los Terminales descritos en el Párrafo 1 del Anexo XI.

1.1.3. Facilidades en las Bases Aéreas.- Instalaciones de productos petrolíferos en las Bases Aéreas de Torrejón, Zaragoza y Morón.

1.2 Ferrol-La Graña.- Las Fuerzas de los Estados Unidos están autorizadas para almacenar combustibles propiedad de la Marina de los Estados Unidos en las instalaciones petrolíferas de la Marina Española, según cantidades y tanques que acuerden ambas Marinas.

2.- DISPONIBILIDAD DE LOS PRODUCTOS PETROLIFEROS.

2.1 Los productos petrolíferos navales almacenados en las instalaciones de El Ferrol-La Graña, Cartagena-San Pedro y Base Naval de Rota, serán considerados como reserva para las Fuerzas Navales Españolas y Estadounidenses.

2.2 Los productos petrolíferos para aviación almacenados en los tanques del Terminal Marítimo de la Base Naval de Rota; serán considerados como reserva de las Fuerzas de los Estados Unidos y de las Fuerzas Aéreas Españolas.

3.- OPERACION EN LAS FACILIDADES DE LAS BASES AEREAS.

Los productos petrolíferos de las Fuerzas de los Estados Unidos almacenados en las instalaciones de las Bases Aéreas de Torrejón, Zaragoza y Morón, cuando haya existencias serán proporcionados a las Fuerzas Aéreas Españolas a solicitud de dichas Fuerzas Aéreas. El Gobierno Español reintegrará en especie a las Fuerzas de los Estados Unidos, en el Terminal de la Base Naval de Rota, los productos recibidos sobre la base de igual volúmen, sin recargo alguno. La devolución se efectuará de acuerdo con las especificaciones militares de los Estados Unidos. Representantes de las Fuerzas Aéreas de ambos países se pondrán de acuerdo para poner en vigor lo previsto en este párrafo en relación con los procedimientos para la restitución en especie.

4.- OPERACION EN LAS FACILIDADES DE LAS BASES NAVALES.

La responsabilidad del manejo, administración y mantenimiento de las instalaciones de productos petrolíferos relacionadas en los párrafos 1.1.1., 1.1.2. y 1.2 de este Anexo serán como sigue:

4.1 Cartagena-San Pedro. La Marina de los Estados Unidos será responsable del manejo, administración y mantenimiento de las instalaciones de productos petrolíferos situadas en Cartagena-San Pedro. La Marina Española y la Marina de los Estados Unidos estudiarán conjuntamente la posibilidad de transferir a la Marina Española esta responsabilidad, en fecha futura mutuamente acordada.

4.2 Base Naval de Rota. La Marina de los Estados Unidos será responsable del manejo, administración y mantenimiento del Terminal Marítimo de Petróleo de Rota. La Marina Española y la Marina de los Estados Unidos desarrollarán un programa (los detalles del cual serán acordados por el Comandante General de la Base Naval de Rota y el Jefe de Actividades Navales de los Estados Unidos en España (Rota)), con el fín de integrar al personal de la Marina Española en la Administración del Terminal Marítimo de Petróleo de Rota, con el propósito de adiestrar al personal

mencionado en el funcionamiento de las instalaciones, capacitándolo para una posible transferencia futura de responsabilidades a la Marina Española para el manejo, administración y mantenimiento del Terminal Marítimo de Petróleo de Rota. La Marina Española y la Marina de los Estados Unidos prepararán conjuntamente un programa que haga posible la transferencia de responsabilidad, bien a la expiración del Tratado, bien por otra causa que pueda hacer necesario transferir el manejo, administración y mantenimiento de la facilidad como resultado de ulteriores negociaciones.

4.3 El Ferrol-La Graña. La Marina Española será responsable del manejo, administración y mantenimiento de las instalaciones de productos petrolíferos situados en El Ferrol-La Graña.

4.4 La responsabilidad del manejo, administración y mantenimiento de instalaciones incluye el control de la calidad y cantidad de los productos petrolíferos, así como la implantación de normas de seguridad y técnicas en la forma acordada. Cada Marina llevará a cabo inspecciones periódicas de los productos petrolíferos bajo la custodia y control de la otra Marina en la forma requerida a efectos del control de calidad y verificación de inventario y tendrá presente un representante en el suministro y recepción de sus productos, si así lo desea.

4.5 Se celebrará anualmente una reunión conjunta de alistamiento y mantenimiento de las instalaciones conjuntas de productos petrolíferos con el propósito de registrar las deficiencias de material y hacer recomendaciones para llevar a cabo una acción correctora de las mismas. Los asistentes a dichas reuniones serán el personal de las Marinas Española y de los Estados Unidos que expresamente designen sus respectivas autoridades.

4.6 Los procedimientos para entrega y recepción de productos en cada instalación, serán acordados entre las dos Marinas.

4.7 No habrá cargas accesorias entre las dos Marinas por la recepción almacenamiento y suministro de productos petrolíferos en las instalaciones relacionadas en los párrafos 1.1.1., 1.1.2. y 1.2 de este Anexo de Procedimiento.

5.- UTILIZACION DE LOS MUELLES.

Se observarán las siguientes normas en las instalaciones navales descritas en los puntos 1.1.1., 1.1.2. y 1.2 de este Anexo.

5.1 Las entradas y salidas de buques en las Bases Navales de El Ferrol y Cartagena, se regirán por las Normas establecidas en el Anexo IX-A, párrafo 4.2.

Las entradas y salidas de buques en la Base Naval de Rota se regirán por las normas establecidas de acuerdo con los párrafos 3 y 4 del Anexo VIII.

5.2 El atraque y utilización de los muelles destinados a servir a las facilidades petrolíferas cuyo uso ha sido autorizado a los Estados Unidos, se regulará según programa preparado por el Mando Español de la instalación conjuntamente con el Jefe de Actividades Navales de los Estados Unidos en España (Rota), de acuerdo con las necesidades de ambas Marinas. Normalmente los buques militares, o buques con carga militar, tendrán prioridad sobre los buques comerciales.

5.3 En caso necesario podrán también utilizarse, previa autorización del Mando Español, aquellos otros muelles que puedan servir indirectamente para el trasiego de productos petrolíferos a las facilidades de almacenamiento autorizadas a los Estados Unidos.

5.4 La administración de los muelles en El Ferrol-La Graña y Cartagena-San Pedro, que será responsabilidad del Mando Español, incluirá el establecimiento de Normas Técnicas de Seguridad.

6.- UTILIZACION DE LOS TANQUES DE ALMACENAMIENTO EN LAS BASES NAVALES.

La Marina Española puede almacenar productos petrolíferos, para ser utilizados por ambas Marinas, en tanques cuyo uso sea autorizado por las Fuerzas de los Estados Unidos, en las instalaciones navales mencionadas en los subpárrafos 1.1.1. y 1.1.2. de este Anexo, según un programa establecido por las Marinas de Estados Unidos y España, cuando dichos productos sean compatibles con las especificaciones militares correspondientes de los Estados Unidos. Cuando sea necesario para la Marina de los Estados Unidos almacenar o repostar productos petrolíferos en cualquier instalación de la Marina Española, no relacionada en este Anexo, lo solicitará del Comité Conjunto para Asuntos Político-Militares Administrativos.

7.- UTILIZACION POR CAMPSA DE LA INSTALACION RECEPTORA EN LA BASE NAVAL DE ROTA.

La instalación receptora de productos petrolíferos a granel del muelle de carga y descarga, incluída en el Terminal Marítimo de Petróleo de Rota, estará a disposición para ser utilizada por la Compañía Arrendataria del Monopolio de Petróleos, S.A., según las Normas acordadas por las Marinas Española y Estadounidense, y aprobadas por la Comisión Técnica Mixta Hispano-Norteamericana. Igualmente CAMPSA podrá comprobar la calidad y cantidad de las descargas de productos de aviación destinados a reposición y las de todos los productos destinados a ser bombeados por el Oleoducto.

En esta instalación receptora, y sin formar parte de las facilidades concedidas a las Fuerzas de los Estados Unidos, existe una tubería de 16" que comunica directamente el muelle con los depósitos de combustible de CAMPSA situados fuera del recinto de la Base Naval de Rota, para cuya utilización serán asimismo aplicables las normas anteriores.

8.- ADQUISICION DE PRODUCTOS POR PARTE DE LA MARINA ESPAÑOLA.

La Armada Española puede adquirir para su uso productos petrolíferos de las existencias propiedad del Gobierno de los Estados Unidos en las instalaciones navales relacionadas en los puntos 1.1.1., 1.1.2. y 1.2 de este Anexo, al precio y en las condiciones acordadas por las Autoridades competentes de ambos Gobiernos, teniendo en cuenta lo establecido en el punto 4.7 o reemplazándolas en especie de acuerdo con las especificaciones militares de los Estados Unidos.

9.- RESPONSABILIDADES EN LAS BASES AEREAS.

Las Fuerzas de los Estados Unidos serán responsables del manejo, administración y mantenimiento de las instalaciones de productos petrolíferos incluídas en el punto 1.1.3. de este Anexo. Esta responsabilidad incluye la supervisión y control de la calidad y cantidad de productos petrolíferos de las Fuerzas de los Estados Unidos, así como el desarrollo y establecimiento de las normas técnicas de seguridad correspondientes.

9.1 Las Fuerzas Aéreas Españolas y de los Estados Unidos estudiarán conjuntamente un programa con el fín de que el personal de las Fuerzas Aéreas Españolas esté capacitado para hacerse cargo de las instalaciones del punto 1.1.3. de este Anexo, bien por expiración del Tratado, o bien por otra causa que determine la cesión del uso de las instalaciones.

10.- SUMINISTRO DE PRODUCTOS A LAS FUERZAS AEREAS.

10.1 CAMPSA podrá extraer combustibles de aviación, incluyendo J-P4, de las facilidades de combustible de la Base Naval de Rota, a través de una instalación construída a expensas de CAMPSA para el abastecimiento de combustible de aviación a la Base Aérea de Jerez de la Frontera, previo acuerdo entre la Fuerza Aérea y la Marina Españolas y la Fuerza Aérea y la Marina de los Estados Unidos, reintegrando el producto en especie en la forma indicada en el párrafo 3 de este Anexo.

10.2 Si en algún momento fuese necesario que las Fuerzas de los Estados Unidos abastecieran directamente a los aviones de las Fuerzas Españolas, en cualquiera de las facilidades americanas relacionadas en el párrafo 1 de este Anexo, se llevará a cabo dicho repostado quedando sujeto al pago en metálico o a su reposición en especie, en este último caso, de conformidad con las especificaciones y normas militares de Estados Unidos, de acuerdo con lo señalado en el punto 3 de este Anexo.

10.3 Si por circunstancias especiales algún avión comercial español fuera autorizado a tomar tierra en la Base Naval de Rota, se le facilitará el combustible que precise abonando el importe del producto al precio establecido en la Base, sin recargo alguno.

11.- FINANCIACION DE LAS FACILIDADES.

El costo de manejo y mantenimiento de las instalaciones de productos petrolíferos relacionadas en el párrafo 1 de este Anexo, será sufragado por el Gobierno responsable del manejo, administración y mantenimiento de la correspondiente instalación.

Madrid, 19 de diciembre de 1978

Por el Gobierno de España.

Por el Gobierno de los Estados Unidos de América.

[SEAL]

[SEAL]

[EXCHANGE OF NOTES]

Madrid, December 19, 1978.

No. 970

Excellency:

I have the honor to refer to Procedural Annex XI of the Agreement In Implementation of the Treaty of Friendship and Cooperation between the United States and Spain of January 24, 1976. This Procedural Annex, signed today, provides that, for such period of time as the Treaty is in force, Spain makes certain guarantees to the United States with respect to the use of pipeline facilities and inland terminals, subject to the reimbursement of an agreed amount for operation and maintenance expenses.

It is proposed that this reimbursement consist of an annual payment by the United States Air Force to CAMPSA of $600,000 covering both operation and maintenance of the pipeline and the inland terminals. This would be a fixed annual contribution payable each full calendar year beginning with calendar year 1978, and continuing through each of the remaining years of the life of the Treaty during which the United States

His Excellency
Marcelino Oreja Aguirre,
Minister of Foreign Affairs,
Madrid.

Forces utilize the pipeline and inland terminals in accordance with Procedural Annex XI.

Under this arrangement, transportation of petroleum products destined for use by the United States Forces would be permitted free of charge through the Rota-Zaragoza pipeline and the eventual Tarragona-Zaragoza pipeline, in quantities of up to 380 million barrel miles per quarter, commencing with calendar year 1978.

In the event that the quantity of petroleum products destined for use by the United States Forces exceeds this figure during any quarter, the United States Air Force will make an additional contribution to the operation and maintenance of the pipeline at the rate of $0.0013 for each additional barrel mile.

No other charges will be levied against the United States Forces in Spain for use of the pipeline, inland terminals and related installations.

I have the honor to propose to Your Excellency that, if the above is acceptable to your Government, this note and Your Excellency's note in reply to that effect, shall constitute an agreement between our two Governments.

Accept, Excellency, the assurance of my highest consideration.

Terence A. Todman

Madrid, 19 de diciembre de 1978

Ministerio
de
Asuntos Exteriores

Señor Embajador:

Tengo la honra de acusar recibo de la Nota Nº 960 de 19 de diciembre de 1978 que, textualmente, dice así:

"Tengo la honra de referirme al Anexo de Procedimiento XI del Acuerdo de Desarrollo del Tratado de Amistad y Cooperación entre los Estados Unidos y España de 24 de enero de 1976. Dicho Anexo de Procedimiento, firmado hoy, establece que durante el período de vigencia del Tratado España ofrece ciertas garantías a los Estados Unidos en relación con el uso del oleoducto y de los terminales del interior condicionadas al reembolso de una cantidad acordada por los gastos de operación y mantenimiento.

Dicho reembolso consistiría en un pago anual a CAMPSA por parte de las Fuerzas Aéreas de los Estados Unidos de 600.000 dólares, cantidad que cubre tanto la operación y mantenimiento del oleoducto como de los terminales del interior. Este pago constituiría una contribución fija anual que se haría efectiva cada año natural completo empezando por el de 1978 y continuaría por el resto de los años en que el Tratado esté en vigor mientras las Fuerzas de los Estados Unidos utilicen el oleoducto y los terminales del interior de acuerdo con el Anexo de Procedimiento XI.

Según los términos de este Acuerdo se permitiría, libre de cargas, el transporte de los productos petrolíferos que se destinen a ser usados por las Fuerzas de los Estados Unidos a través del oleoducto Rota-Zaragoza y del posible oleoducto

Tarragona-Zaragoza, hasta una cantidad de 380 millones de barriles-milla por trimestre, empezando en el año natural de 1978.

En caso de que la cantidad de productos petrolíferos destinados a ser usados por las Fuerzas de los Estados Unidos sobrepase dicha cifra en un trimestre dado, las Fuerzas Aéreas de los Estados Unidos harán una contribución adicional al funcionamiento y mantenimiento del oleoducto mediante un canon de 0.0013 dólares por cada barril-milla que exceda la cifra indicada.

No se percibirá ninguna otra carga de las Fuerzas de los Estados Unidos en España por la utilización del oleoducto, terminales del interior e instalaciones anejas.

Tengo el honor de proponer a V E. que, si lo que antecede es aceptable para su Gobierno, esta Nota y la Nota de contestación de V.E. constituyan un acuerdo entre nuestros Gobiernos.

Ruego a V.E. acepte las seguridades de mi más alta consideración".

Tengo la honra de informar a V.E. que el Gobierno de España expresa su conformidad con que la Nota de V.E. transcrita

más arriba, juntamente con esta contestación, constituyan un acuerdo entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, el testimonio de mi más alta consideración.

Excelentísimo Señor
Terence Todman
Embajador de los Estados Unidos de América
MADRID.

TRANSLATION

Ministry of Foreign Affairs

Madrid, December 19, 1978

Mr. Ambassador:

I have the honor to acknowledge receipt of note no. 960 of December 19, 1978, which reads as follows:

[For the English language text, see pp. 3601-3602.]

I have the honor to inform Your Excellency that the Government of Spain agrees that your note transcribed above together with this reply shall constitute an agreement between our two Governments.

Accept, Mr. Ambassador, the assurance of my highest consideration.

Marcelino Oreja

[SEAL]

His Excellency
Terence Todman,
Ambassador of the United States of America,
Madrid.

MULTILATERAL

Atomic Energy: Transfer of Uranium

Agreements signed at Vienna December 18, 1963;
Entered into force December 18, 1963.
And signed at Mexico October 4, 1972;
Entered into force October 4, 1972.
And exchange of notes
Dated at Vienna March 6, 1980;
Entered into force March 6, 1980.

I. SUPPLY AGREEMENT

CONTRACT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN MEXICO

WHEREAS the Government of the United Mexican States (hereinafter called "Mexico"), desiring to set up a project consisting of a training and research reactor for peaceful purposes, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing, among other things, the special fissionable material necessary for this purpose;

WHEREAS the Board of Governors of the Agency approved the project on 4 December 1963, [1] and the Agency and Mexico are this day concluding an agreement for the provision by the Agency of the assistance requested by Mexico (hereinafter called the "Project Agreement");

WHEREAS the Agency and the Government of the United States of America (hereinafter called the "United States") on 11 May 1959 [2] concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"), under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material; and

WHEREAS Mexico has made arrangements with a manufacturer in the United States of America (hereinafter called the "Manufacturer") for the fabrication of enriched uranium into fuel elements for the reactor and for the provision therefor of fission counters containing enriched uranium;

NOW THEREFORE the Agency, Mexico and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the United States, hereby agree as follows:

ARTICLE I

Transfer of Enriched Uranium

Section 1. Subject to the provisions of the Co-operation Agreement the Commission shall transfer to the Agency and the Agency shall accept from the Commission:

(i) Approximately 20 000 grams of uranium enriched to approximately 20% by weight in the isotope U^{235} (hereinafter called the "fuel material"), the precise quantities to be determined pursuant to sub-section 3(b), contained in approximately one hundred fuel elements for a one-megawatt Triga Mark III research reactor (hereinafter called the "reactor");

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[1] Signed Dec. 18, 1963. IAEA doc. INFCIRC/52, Nov. 29, 1973.
[2] TIAS 4291, 7852, 9762; 10 UST 1424; 25 UST 1199; *ante*, p. 1143.

(ii) Approximately 4 grams of uranium enriched to more than 90% by weight in the isotope U^{235} (hereinafter called the "indicator material"), the precise quantities to be determined pursuant to sub-section 3(d), contained in two fission counters for the reactor.

Section 2. The Agency shall transfer to Mexico and Mexico shall accept from the Agency the fuel material and the indicator material.

Section 3. The conditions of the transfer of the fuel material and the indicator material shall be as follows:

(a) The Commission shall make available to the Manufacturer, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the fuel material, subject to such terms, charges and licences as the Commission may require.

(b) The precise quantity and enrichment of fuel material in the fuel elements shall be determined by the Manufacturer, and Mexico shall cause the Manufacturer to submit to the Agency and to the Commission a written certification of the Manufacturer's determination of the enrichment by weight in the isotope U^{235} and of the quantity of enriched uranium contained in the fabricated fuel elements. This determination may be checked by the Agency, by Mexico and by the Commission by means of any review or analysis that any of them may deem appropriate, and shall be approved or revised by unanimous agreement of the parties. The quantity and enrichment shown in the agreed determination shall be considered to be the quantity and enrichment of the fuel material actually transferred under sections 1 and 2 and shall be used for the calculation of the payments required to be made pursuant to Article II.

(c) The Commission shall make available to the Manufacturer or to a properly licensed supplier of the Manufacturer, at a facility of the Commission designated by it, enriched uranium, in the form of uranium hexafluoride, for the indicator material, subject to such terms, charges and licences as the Commission may require.

(d) The precise quantity and enrichment of indicator material in the fission counters shall be determined by the Manufacturer or his supplier, and Mexico shall cause the Manufacturer to submit to the Agency and to the Commission a written certification of the Manufacturer's or his supplier's determination of the enrichment by weight in the isotope U^{235} and of the quantity of enriched uranium contained in the fission counters. This determination shall be accepted as conclusive by the parties.

(e) Upon completion of the fabrication and the preparation for shipment of the fuel material and of the indicator material, and upon agreement with respect to the determination concerning the fuel material and receipt by the parties of the determination concerning the indicator material, and upon compliance with paragraph 3 of Annex B to the Project Agreement, Mexico, at the request and on behalf of the Agency, shall arrange for a transporter who, after thirty days' written notice to the Commission and subject to such terms, charges and licences as the Commission may require, shall transport and deliver the fuel material and the indicator material to the port of export at Los Angeles or San Diego. The Commission, at the request of the Agency, shall thereupon transfer possession to the Agency or, at the Agency's request and on its behalf, to Mexico at such port of export and authorize the export of such materials. The Agency or, at the Agency's request and on its behalf, Mexico shall make arrangements for transportation within and outside the United States and for delivering and storing such materials, as well as for physically handling them

and shall pay all costs in connection therewith, including the cost of containers and packaging. The Agency or, at the Agency's request and on its behalf, Mexico shall accept possession of such materials at such port of export and shall sign an appropriate written receipt therefor.

(f) Title to the fuel material and to the indicator material shall vest in the Agency at the time they leave the jurisdiction of the United States of America and shall thereafter immediately and automatically vest in Mexico.

(g) If the parties agree, the transactions relating to the fuel material, as detailed in Articles I and II, may be carried out independently of those relating to the indicator material.

ARTICLE II

Payment

Section 4. The Agency shall send an invoice to Mexico at or subsequent to the time the parties have agreed with respect to the determination pursuant to section 3(b) and have received the determination pursuant to section 3(d). Within thirty days from the date of this invoice Mexico shall pay to the Agency in United States currency a sum equal to that which the Agency will be obliged to pay to the Commission pursuant to section 5. If the Agency does not receive payment within thirty days after the date of invoice, it is entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

Section 5. The Commission shall send an invoice to the Agency at or subsequent to the time the Commission transfers possession pursuant to section 3(e). Within sixty days from the date of this invoice the Agency shall pay for the fuel material and the indicator material as per the schedule of charges for enriched uranium published in the United States Federal Register and in effect on the date of transfer of the materials, provided, however, that in the event said charges in effect on the date of transfer of the materials should exceed the charges set forth below, which are the charges in effect on the date of the entry into force of this Contract pursuant to section 12, the Agency may, and at the request of Mexico shall, cancel this Contract without incurring obligations of any kind thereunder.

Percentage Enrichment by Weight in the Isotope U^{235} of the Enriched Uranium	Price US$/g of Enriched Uranium
16	1.774
18	2.013
20	2.252
25	2.853
90	10.808
92	11.061
93	11.188

Payment shall be made in United States currency to the Commission or its designated agent or contractor. If payment is not received within sixty days after the date of invoice, the Commission shall be entitled to an additional charge at the rate of six per cent per annum on the unpaid amount.

Section 6. In order to assist and encourage research on peaceful uses or for medical therapy, the Commission has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to US $50 000 at the time of transfer, to be supplied from the amounts specified in Article II.A of the

Co-operation Agreement. If the Commission finds the project to which this Contract relates eligible, it shall decide by the end of the calendar year in which this Contract is concluded on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and Mexico of that decision. The payments provided in sections 4 and 5 shall be reduced by the value of any free material thus made available.

ARTICLE III

Responsibility

Section 7. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibility towards Mexico or any person claiming through Mexico for the safe handling and the use of the fuel material and the indicator material.

Section 8. After acceptance of possession pursuant to sub-section 3(e), the Agency shall assume full responsibility to the Commission for the fuel material and the indicator material, and Mexico shall be equally responsible to the Agency; neither the United States, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and the use of such materials.

ARTICLE IV

Officials not to Benefit

Section 9. No Member of the Congress of the United States of America or Resident Commissioner of the United States of America shall be admitted to or share any part of this Contract or any benefit that may arise therefrom.

ARTICLE V

Settlement of Disputes

Section 10. If the parties should be unable to reach agreement with respect to the determination provided for in sub-section 3(b) within thirty days of the submission of such determination to them by the Manufacturer, any party may request that such a determination be made by a laboratory agreed upon by all the parties. The laboratory may perform any tests or analyses that it may deem necessary, and all parties agree to facilitate its work in every way. The results of the determination by the laboratory shall be considered as final and binding on all parties. The costs of the determination by the laboratory shall be borne equally by the parties, provided that if the determination insisted on by any party or parties is confirmed by the laboratory such party or parties shall not be obliged to bear any share of the costs.

Section 11. Any other dispute arising out of the interpretation or application of this Contract which is not settled by negotiation or as may otherwise be agreed by the parties concerned shall on the request of any party be submitted to an arbitral tribunal composed as follows:

(a) If the dispute involves only two of the parties to this Contract, all three parties agreeing that the third is not concerned, the two parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either party has not designated an arbitrator, either party to the dispute may request the President of the International Court of Justice to

appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.

(b) If the dispute involves all three parties to this Contract, each party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any party has not designated an arbitrator, any party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be binding on all parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.[1]

ARTICLE VI

Entry into Force

Section 12. This Contract shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and Mexico.

DONE in Vienna, this 18th day of December 1963, in triplicate in English and Spanish.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE UNITED MEXICAN STATES:

(signed) Manuel Cabrera Maciá

For the UNITED STATES ATOMIC ENERGY COMMISSION
on behalf of the GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) Frank K. Hefner

[1] TS 993; 59 Stat. 1059

I. ACUERDO DE SUMINISTRO

CONTRATO RELATIVO A LA TRANSFERENCIA DE URANIO ENRIQUECIDO PARA UN REACTOR DE INVESTIGACION EN MEXICO

CONSIDERANDO que el Gobierno de los Estados Unidos Mexicanos (que en adelante se denominará "México") desea ejecutar un proyecto consistente en la explotación de un reactor de formación e investigación con fines pacíficos y ha solicitado la asistencia del Organismo Internacional de Energía Atómica (que en adelante se denominará "el Organismo") para obtener, entre otras cosas, el material fisionable especial necesario;

CONSIDERANDO que la Junta de Gobernadores del Organismo aprobó el proyecto el 4 de diciembre de 1963, y que el Organismo y México conciertan en esta fecha un Acuerdo para la prestación por el Organismo de la asistencia solicitada por México (que en adelante se denominará "el Acuerdo sobre el Proyecto");

CONSIDERANDO que el Organismo y el Gobierno de los Estados Unidos de América (que en adelante se denominará "los Estados Unidos") concertaron el 11 de mayo de 1959 un Acuerdo de Cooperación (que en adelante se denominará "el Acuerdo de Cooperación") en virtud del cual los Estados Unidos se comprometen a proporcionar al Organismo, en conformidad con el Estatuto de éste, determinadas cantidades de material fisionable especial;

CONSIDERANDO que México ha concertado con un fabricante de los Estados Unidos de América (que en adelante se denominará "el Fabricante") la transformación de uranio enriquecido en elementos combustibles para el reactor y el suministro de contadores de fisión, que contengan uranio enriquecido, destinados a dicho reactor;

El Organismo, México y la Comisión de Energía Atómica de los Estados Unidos (que en adelante se denominará "la Comisión"), en nombre y representación de los Estados Unidos, acuerdan lo siguiente:

ARTICULO I

Transferencia de uranio enriquecido

Sección 1. De conformidad con lo dispuesto en el Acuerdo de Cooperación, la Comisión transferirá al Organismo, y el Organismo aceptará de la Comisión:

i) Alrededor de 20 000 gramos de uranio enriquecido al 20 por ciento, aproximadamente, en peso en el isótopo ^{235}U (que en adelante se denominará "el material combustible"); las cantidades precisas se determinarán en conformidad con el párrafo b) de la sección 3 y estarán contenidas en cien elementos combustibles, aproximadamente, destinados a un reactor de investigación Triga Mark III de 1 MW (que en adelante se denominará "el reactor");

ii) Alrededor de cuatro gramos de uranio enriquecido a más del 90 por ciento en peso en el isótopo ^{235}U (que en adelante se denominará "el material indicador"); las cantidades precisas se determinarán en conformidad con el párrafo d) de la sección 3 y estarán contenidas en dos contadores de fisión destinados al reactor.

Sección 2. El Organismo transferirá a México y México aceptará del Organismo el material combustible y el material indicador.

Sección 3. La transferencia de material combustible y de material indicador se efectuará en las siguientes condiciones:

a) La Comisión entregará al Fabricante, en una instalación de la Comisión designada por ésta, uranio enriquecido, en forma de hexafluoruro de uranio, para el material combustible, con sujeción a las condiciones, tarifas y permisos que exija la Comisión.

b) El Fabricante determinará la cantidad y el grado de enriquecimiento exactos del material combustible contenido en los elementos combustibles y, a petición de México, presentará al Organismo y a la Comisión un certificado escrito de la determinación por él efectuada del grado de enriquecimiento en peso en el isótopo ^{235}U y de la cantidad de uranio enriquecido contenida en los elementos combustibles elaborados. Esta determinación podrá ser comprobada por el Organismo, por México y por la Comisión mediante los exámenes o análisis que cualquiera de éstos estime oportunos, y será aprobada o modificada por acuerdo unánime entre las Partes. La cantidad y el grado de enriquecimiento indicados en la determinación aprobada se considerarán como la cantidad y el grado de enriquecimiento del material combustible que se suministre en conformidad con las secciones 1 y 2, y servirán de base para calcular los pagos a que se refiere el artículo II.

c) La Comisión entregará al Fabricante o a un proveedor del Fabricante debidamente autorizado, en una instalación de la Comisión designada por ésta, uranio enriquecido, en forma de hexafluoruro de uranio, para el material indicador, con sujeción a las condiciones, tarifas y permisos que exija la Comisión.

d) El Fabricante o su proveedor determinará la cantidad y el grado de enriquecimiento exactos del material indicador contenido en los contadores de fisión y, a petición de México, el Fabricante presentará al Organismo y a la Comisión un certificado escrito de la determinación, efectuada por él o por su proveedor, del grado de enriquecimiento en peso en el isótopo ^{235}U y de la cantidad de uranio enriquecido contenida en los contadores de fisión. Las Partes aceptarán esta determinación como definitiva.

e) Una vez que se hayan terminado la elaboración y los preparativos para el transporte del material combustible y del material indicador, que se haya llegado a un acuerdo en cuanto a la determinación del material combustible y que las Partes hayan recibido la determinación del material indicador, y que se haya dado cumplimiento a lo dispuesto en el párrafo 3 del Anexo B al Acuerdo sobre el Proyecto, México procurará, a petición y en nombre y representación del Organismo, los servicios de un transportista que, previa notificación por escrito con 30 días de antelación a la Comisión y con sujeción a las condiciones, tarifas y permisos que ésta exija, transportará el material combustible y el material indicador al puerto de embarque de Los Angeles o San Diego, donde hará entrega de ellos. Seguidamente la Comisión, a petición del Organismo, transferirá la posesión de los materiales al Organismo o, a petición y en nombre y representación de éste, a México en el puerto especificado y autorizará su exportación. El Organismo o, a petición y en nombre y representación de éste, México adoptará las disposiciones necesarias para el transporte de los materiales en el territorio de los Estados Unidos y fuera del mismo, para su entrega y almacenamiento y para las operaciones de manipulación de los materiales y sufragará todos los

gastos que así se ocasionen, comprendidos los gastos de recipientes y embalajes. El Organismo o, a petición y en nombre y representación de éste, México aceptará tomar posesión de los materiales en el puerto de embarque designado y firmará un recibo en debida forma.

f) El título de propiedad del material combustible y del material indicador será transferido al Organismo en el momento en que dichos materiales salgan de la jurisdicción de los Estados Unidos de América; inmediatamente después será transferido de manera automática a México.

g) Si así lo acuerdan las Partes, las operaciones relativas al material combustible, especificadas en los artículos I y II, podrán efectuarse independientemente de las relativas al material indicador.

ARTICULO II

Pago

Sección 4. El Organismo enviará una factura a México cuando las Partes se hayan puesto de acuerdo acerca de la determinación a que se refiere el párrafo b) de la sección 3 y hayan recibido la determinación a que se refiere el párrafo d) de la sección 3. Dentro de los 30 días siguientes a la fecha de la factura, México pagará al Organismo, en moneda de los Estados Unidos, una suma igual a la que el Organismo deberá abonar a la Comisión en conformidad con la sección 5. De no efectuarse el pago a los 30 días de la fecha de la factura, el Organismo queda autorizado a aumentar en un 6 por ciento anual la cantidad que no le haya sido abonada.

Sección 5. La Comisión enviará una factura al Organismo en el momento en que se efectúe la transferencia de posesión a que se refiere el párrafo e) de la sección 3, o una vez efectuada dicha transferencia. Dentro de los 60 días siguientes a la fecha de la factura, el Organismo pagará el material combustible y el material indicador con arreglo a la tarifa de precios del uranio enriquecido publicada en el Registro Federal de los Estados Unidos y aplicada en la fecha de transferencia de los materiales. Queda, no obstante, entendido que en el caso de que los precios aplicados en la fecha de transferencia sean superiores a los que se indican a continuación, que son los precios aplicados en la fecha de entrada en vigor del presente contrato conforme a la sección 12, el Organismo podrá, y a petición de México deberá, rescindir el presente Contrato sin contraer por ello obligación de ninguna especie.

Porcentaje de enriquecimiento en peso en el isótopo ^{235}U del uranio enriquecido	Precio del gramo de uranio enriquecido (en dólares de los Estados Unidos)
16	1,774
18	2,013
20	2,252
25	2,853
90	10,808
92	11,061
93	11,188

El pago se efectuará a la Comisión o al agente o contratista que ésta designe, en moneda de los Estados Unidos. De no efectuarse el pago a los 60 días de la fecha de la factura, la Comisión queda autorizada a aumentar en un 6 por ciento anual la cantidad que no le haya sido abonada.

Sección 6. Para fomentar y estimular la investigación sobre las aplicaciones de la energía atómica con fines pacíficos o para usos terapéuticos, la Comisión se ha ofrecido

cada año civil a donar al Organismo materiales fisionables especiales por un valor máximo de 50 000 dólares en el momento de la entrega, que se suministrarán con cargo a las cantidades especificadas en el párrafo A del artículo II del Acuerdo de Cooperación. Si la Comisión estima que el proyecto a que se refiere el presente Contrato reúne las condiciones requeridas, decidirá, antes de que termine el año civil en que se concluya el presente Contrato, si dicho proyecto se beneficiará del ofrecimiento indicado y, en caso afirmativo, en qué medida; la decisión se notificará inmediatamente al Organismo y a México. De las sumas cuyo pago se prevé en las secciones 4 y 5 se deducirá el valor de los materiales que la Comisión decida donar.

ARTICULO III

Responsabilidad

Sección 7. Ni el Organismo ni ninguna persona que actúe en nombre y representación de éste asumirá en ningún momento responsabilidad alguna ante México ni ante ninguna persona que reclame por conducto de este país, por la manipulación en condiciones de seguridad y la utilización del material combustible y del material indicador.

Sección 8. Una vez que México haya aceptado tomar posesión del material combustible y del material indicador conforme a lo previsto en el párrafo e) de la sección 3, el Organismo asumirá ante la Comisión la responsabilidad total por el material combustible y el material indicador y México será análogamente responsable ante el Organismo; ni los Estados Unidos ni la Comisión, ni ninguna persona que actúe en nombre y representación de ésta, asumirá responsabilidad alguna por la manipulación en condiciones de seguridad y la utilización de los materiales suministrados.

ARTICULO IV

Exceptuación de beneficios

Sección 9. Ningún miembro del Congreso de los Estados Unidos de América y ningún Comisario Residente de los Estados Unidos de América podrá intervenir o participar de alguna manera en este Contrato ni en los beneficios que de él se deriven.

ARTICULO V

Solución de controversias

Sección 10. Si dentro de los 30 días siguientes a la presentación por el Fabricante de la determinación a que se hace referencia en el párrafo b) de la sección 3 las Partes no llegan a un acuerdo respecto de dicha determinación, cualquiera de ellas podrá exigir que la determinación sea efectuada por un laboratorio aprobado por todas las Partes. Dicho laboratorio podrá efectuar las pruebas o análisis que estime necesarios y las Partes facilitarán su labor por todos los medios. Los resultados de la determinación hecha por el laboratorio serán considerados definitivos y obligatorios para todas las Partes. Los gastos de dicha determinación se dividirán por igual entre las Partes, con la salvedad de que si el laboratorio confirma la determinación propugnada por una o más Partes, esta Parte o Partes no estarán obligadas a sufragar gasto alguno.

Sección 11. Toda otra controversia derivada de la interpretación o aplicación de este Contrato que no quede resuelta mediante negociación o por cualquier otro procedimiento convenido entre las Partes, se someterá a petición de cualquiera de ellas a un tribunal arbitral formado como sigue:

a) Si la controversia afecta sólo a dos de las Partes en el presente contrato, y las tres Partes han convenido en que la tercera no está interesada, cada una de las

dos Partes afectadas designará un árbitro y los dos árbitros designados elegirán un tercero que actuará de Presidente. Si dentro de los 30 días siguientes a la petición de arbitraje una de las Partes no ha designado árbitro, cualquiera de las Partes en la controversia podrá pedir al Presidente de la Corte Internacional de Justicia que nombre un árbitro. Si, dentro de los 30 días siguientes a la designación o nombramiento del segundo árbitro, el tercero no ha sido elegido, se seguirá el mismo procedimiento.

b) Si la controversia afecta a las tres Partes en este contrato, cada una de ellas designará un árbitro y los tres árbitros designados elegirán por decisión unánime un cuarto árbitro, que actuará de Presidente, y un quinto árbitro. Si dentro de los 30 días siguientes a la petición de arbitraje alguna de las Partes no ha designado árbitro, cualquiera de las Partes podrá pedir al Presidente de la Corte Internacional de Justicia que nombre los árbitros necesarios. Si, dentro de los 30 días siguientes a la designación o nombramiento del tercero de los primeros tres árbitros, no ha sido elegido el Presidente o el quinto árbitro, se seguirá el mismo procedimiento.

La mayoría de los miembros del tribunal arbitral formará quórum y todas las decisiones se adoptarán por mayoría simple. El procedimiento de arbitraje será establecido por el tribunal, cuyas decisiones, inclusive todos los fallos relativos a su composición, procedimiento, jurisdicción y repartición de gastos de arbitraje entre las Partes serán obligatorias para todas éstas. Los árbitros serán remunerados en las mismas condiciones que los magistrados de la Corte Internacional de Justicia designados especialmente, conforme al párrafo 4 del Artículo 32 del Estatuto de la Corte.

ARTICULO VI

Entrada en vigor

Sección 12. El presente Contrato entrará en vigor en el momento en que lo firmen el Director General del Organismo, o un representante suyo, y los representantes autorizados de la Comisión y de México.

HECHO en Viena, el día 18 de diciembre de 1963, en tres ejemplares, en los idiomas español e inglés.

Por el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

(firmado) Sigvard Eklund

Por el GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

(firmado) Manuel Cabrera Maciá

Por la COMISION DE ENERGIA ATOMICA DE LOS ESTADOS UNIDOS,
en nombre y representación del GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

(firmado) Frank K. Hefner

SECOND SUPPLY AGREEMENT

FIVE-YEAR CONTRACT FOR THE TRANSFER OF ENRICHED URANIUM FOR A RESEARCH REACTOR IN MEXICO

WHEREAS the International Atomic Energy Agency (hereinafter called the "Agency") and the Government of the United Mexican States (hereinafter called "Mexico") on 18 December 1963 signed an Agreement (hereinafter called the "Project Agreement") [1] for assistance by the Agency to Mexico in establishing a training and research project for peaceful purposes relating to the Triga Mark III reactor located at the Mexican Nuclear Centre at Salazar (hereinafter called the "reactor");

WHEREAS the Agency, Mexico and the United States Atomic Energy Commission (hereinafter called the "Commission"), acting on behalf of the Government of the United States of America (hereinafter called the "United States"), on 18 December 1963 signed a Contract for the Transfer of Enriched Uranium (hereinafter called the "First Supply Agreement") [2] for the reactor, pursuant to which a supply of enriched uranium was delivered to Mexico;

WHEREAS Mexico, in connection with the Project Agreement, has requested the assistance of the Agency in securing from the United States additional supplies of enriched uranium over a period of five years;

WHEREAS the Board of Governors of the Agency approved the additional assistance for the project on 22 September 1972 in Mexico City;

WHEREAS the Agency and the United States on 11 May 1959 concluded an Agreement for Co-operation (hereinafter called the "Co-operation Agreement"), [3] under which the United States undertook to make available to the Agency pursuant to its Statute certain quantities of special fissionable material; and

WHEREAS Mexico has made arrangements with a manufacturer in the United States of America for the fabrication of enriched uranium into additional fuel elements for the reactor;

NOW THEREFORE the Agency, the Commission and Mexico hereby agree as follows:

ARTICLE I

Transfer of enriched uranium

Section 1. During a period of five (5) years from the entry into force of this Contract, the Commission, subject to the provisions of the Co-operation Agreement, shall transfer to the Agency, and the Agency shall accept from the Commission, all of Mexico's requirements for uranium enriched to approximately 20 per cent and 70 per cent by weight in the isotope uranium-235 (hereinafter called the "enriched uranium") up to approximately 3860 grams of uranium enriched to approximately 20 per cent and approximately 10 800 grams of uranium enriched to approximately 70 per cent, the exact quantities and enrichments to be determined pursuant to Section 3, contained in fuel elements for use in the reactor.

Section 2. The Agency shall transfer to Mexico, and Mexico shall accept from the Agency, the enriched uranium received by the Agency pursuant to Section 1.

Section 3. The conditions of the transfers specified in Sections 1 and 2 shall be as follows:

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[1] INFCIRC/52, part II.

[2] Ibid., part I.

[3] INFCIRC/5, part III.

[Footnotes in the original renumbered.]

(a) Within ninety (90) days after the entry into force of this Contract and on or before 1 January of each calendar year thereafter, Mexico shall provide the Agency with a written schedule of Mexico's requirements for enriched uranium for the following twelve (12) month period, and at the same time Mexico shall provide the Commission with a copy of such schedule. Such schedule shall have as its sole purpose facilitating deliveries hereunder and shall not be binding on the parties;

(b) Mexico shall provide the Agency and the Commission at least sixty (60) days' written notice of the amounts of enriched uranium to be made available to the manufacturer for the implementation of this Contract;

(c) The Commission shall make available to the manufacturer or to a properly licensed supplier of the manufacturer, at a facility designated by the Commission, enriched uranium for the fuel elements, subject to such terms, charges and licences as the Commission may require;

(d) The precise quantity and enrichment of the enriched uranium in the fuel elements shall be determined by the manufacturer or his supplier, and Mexico shall cause the manufacturer to submit to the Agency and to the Commission a written certification of the determination of the enrichment by weight in the isotope uranium-235 and of the quantity of enriched uranium contained in the fabricated fuel elements. This determination may be checked by the Agency, by Mexico and by the Commission by means of any review or analysis that any of them may deem appropriate, and shall be approved or revised by unanimous agreement of the parties. The quantity and enrichment shown in the agreed determination shall be accepted by the parties as conclusive for all purposes;

(e) Upon completion of the fabrication and the preparation for shipment of the enriched uranium, and upon determination of the quantity and enrichment of the enriched uranium as specified in Section 3(d), and upon compliance with paragraph 3 of Annex B to the Project Agreement,[3] Mexico shall arrange for a transporter, who, after thirty (30) days' written notice to the Commission and subject to such terms, charges, conditions and licences as the Commission may require, shall transport and deliver the enriched uranium to the port of export at Los Angeles or San Diego, California. The Commission, at the request of the Agency, shall thereupon transfer possession to Mexico at the port so specified and authorize the export of such material. Mexico shall make arrangements, including the payment of all costs, for domestic and overseas transportation and delivery (including the cost of containers and packaging) and for storing as well as for physically handling the material in connection with such delivery and transfer; such arrangements and costs shall not be the responsibility of, nor be borne by, either the Commission or the Agency. Mexico shall accept possession of the material at the designated port of export and shall sign an appropriate written receipt therefor, whereupon Mexico shall assume full and complete responsibility for the enriched uranium contained in the fuel elements,

(f) Title to the enriched uranium shall vest in the Agency at the time it leaves the jurisdiction of the United States of America and shall thereafter immediately and automatically vest in Mexico.

ARTICLE II

Payment

Section 4. The Agency shall send an invoice to Mexico at or subsequent to the time the parties have agreed with respect to the determination pursuant to Section 3(d). Within twenty (20) days from the date of this invoice, Mexico shall pay to the Agency in the United States currency a sum equal to that which the Agency will be obligated to pay to the Commission pursuant to Section 5. On all amounts not received by the Agency within twenty (20) days from the date of invoice, Mexico shall pay interest at the per annum rate (365-day basis) established from time to time by the Commission, such interest to commence on the twenty-first (21st) day from the date of invoice.

Section 5. The Commission shall send an invoice to the Agency at or subsequent to the time the Commission transfers possession pursuant to Section 3(e). Within thirty (30) days from the date of this invoice the Agency shall pay for the enriched uranium as per the schedule of charges for enriched uranium published in the United States Federal Register and in effect on the date of transfer of the material, provided, however, that in the event the charges in effect on the date of transfer of the material should exceed the charges set forth in the Annex to this Contract, which are the charges in effect on the date of the entry into force of this Contract pursuant to Section 9, the Agency may, and at the request of Mexico shall, cancel this Contract without incurring obligations of any kind thereunder. Payment shall be made in United States currency to the Commission or its designated agent or contractor. On all amounts not received by the Commission within thirty (30) days from the date of invoice, the Agency shall pay interest at the per annum rate (365-day basis) established from time to time by the Commission, such interest to commence on the thirty-first (31st) day from the date of invoice, except that, whenever the due date for any payment under this Section falls on a Saturday, a Sunday or a legal holiday, interest shall commence on the day immediately following the next day which is not a Saturday, a Sunday or a legal holiday.

Section 6. In order to assist and encourage research on peaceful uses or for medical therapy, the Commission has in each calendar year offered to distribute to the Agency, free of charge, special fissionable material of a value of up to US $50 000 at the time of transfer, to be supplied from the amounts specified in Article II. A of the Co-operation Agreement. [5] If the Commission finds the project to which this Contract relates eligible, it shall decide by the end of each calendar year during a period of five (5) years from the entry into force of this Contract on the extent, if any, to which the project shall benefit by the gift offer, and shall promptly notify the Agency and Mexico of that decision. The payments provided in Sections 4 and 5 shall be reduced by the value of any material thus distributed.

ARTICLE III

General provisions

Section 7. Articles III, IV and V of the First Supply Agreement [4] shall apply mutatis mutandis, to the transfers specified in Sections 1 and 2 of this Contract.

ARTICLE IV

Amendment of Project Agreement

Section 8. It is understood by the Agency and Mexico that Section 3 of the Project Agreement [3] is hereby amended to include the material covered by this Contract under the definition of enriched uranium.

ARTICLE V

Entry into force

Section 9. This Contract shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and Mexico.

DONE in Mexico City on the fourth day of October 1972, in triplicate in the English and Spanish languages, both texts being equally authentic.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE UNITED MEXICAN STATES:

(signed) F. Alba Andrade

For the UNITED STATES ATOMIC ENERGY COMMISSION on behalf of the GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) T. Keith Glennan

ANNEX

UNITED STATES ATOMIC ENERGY COMMISSION

CHARGES FOR ENRICHED URANIUM

The rates of charges for enriched uranium, as provided for in Section 5 of this Contract, are as follows:

Percentage enrichment by weight in the isotope ^{235}U of the enriched uranium	Price US $/g of enriched uranium
18	2.120
19	2.247
20	2.373
21	2.500
25	3.006
69	8.653
70	8.782
71	8.912

SEGUNDO ACUERDO DE SUMINISTRO

CONTRATO DE CINCO AÑOS RELATIVO A LA CESION DE URANIO ENRIQUECIDO PARA UN REACTOR DE INVESTIGACION EN MEXICO

CONSIDERANDO que el Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Acuerdo) y el Gobierno de los Estados Unidos Mexicanos (que en adelante se denominará "México" en el presente Acuerdo) firmaron el 18 de diciembre de 1963 un Acuerdo (que en adelante se denominará "Acuerdo sobre el Proyecto" en el presente Acuerdo)[1] por el cual el Organismo presta asistencia a México para ejecutar un proyecto consistente en la utilización con fines pacíficos de un reactor de formación profesional e investigación Triga Mark III, situado en el Centro Nuclear de México, de Salazar (que en adelante se denominará "reactor" en el presente Acuerdo);

CONSIDERANDO que el Organismo, México y la Comisión de Energía Atómica de los Estados Unidos (que en adelante se denominará "Comisión" en el presente Acuerdo) en nombre y representación del Gobierno de los Estados Unidos de América (que en adelante se denominará "Estados Unidos" en el presente Acuerdo) firmaron el 18 de diciembre de 1963 un Contrato relativo a la cesión de uranio enriquecido (que en adelante se denominará "Primer Acuerdo de Suministro" en el presente Acuerdo)[2] para el reactor, en virtud del cual se suministró a México uranio enriquecido;

CONSIDERANDO que México ha pedido, en relación con el Acuerdo sobre el Proyecto, la ayuda del Organismo para obtener de los Estados Unidos suministros suplementarios de uranio enriquecido durante un período de cinco años;

CONSIDERANDO que la Junta de Gobernadores del Organismo aprobó el 22 de septiembre de 1972 en Ciudad de México la ayuda suplementaria para el Proyecto;

CONSIDERANDO que el Organismo y los Estados Unidos concertaron el 11 de mayo de 1959 un Acuerdo de Cooperación (que en adelante se denominará "Acuerdo de Cooperación" en el presente Acuerdo)[3] en virtud del cual los Estados Unidos se comprometen a proporcionar al Organismo, de conformidad con su Estatuto, determinadas cantidades de material fisionable especial;

CONSIDERANDO que México ha concertado con un fabricante de los Estados Unidos de América la transformación de uranio enriquecido en elementos combustibles suplementarios para el reactor;

El Organismo, la Comisión y México acuerdan lo siguiente:

ARTICULO I

Cesión de uranio enriquecido

Sección 1. Ateniéndose a las disposiciones del Acuerdo de Cooperación, la Comisión cederá al Organismo y el Organismo aceptará de la Comisión, durante un período de cinco (5) años, que se empezará a contar a partir de la fecha de entrada en vigor del presente Contrato, las cantidades que México necesite de uranio enriquecido aproximadamente al 20% y al 70% en peso en el isótopo uranio-235 (que en adelante se denominará "uranio enriquecido" en el presente Acuerdo) hasta una suma de unos 3 860 gramos de uranio enriquecido aproximadamente al 20%, y de unos 10 800 gramos de uranio enriquecido aproximadamente al 70%, cantidades cuyos valores y enriquecimientos exactos se determinarán de

[1] INFCIRC/52, Parte II.

[2] Ibid., Parte I.

[3] INFCIRC/5, Parte III

conformidad con la Sección 3 y estarán contenidas en elementos combustibles para su uso en el reactor.

Sección 2. El Organismo cederá a México y México aceptará del Organismo el uranio enriquecido que el Organismo reciba de conformidad con la Sección 1.

Sección 3. Las cesiones a que se hace referencia en las Secciones 1 y 2 se efectuarán en las siguientes condiciones:

a) Dentro de los noventa (90) días siguientes a la fecha de entrada en vigor del presente Contrato, y a continuación el 1º de enero de cada año civil a más tardar, México presentará al Organismo un calendario escrito de sus necesidades de uranio enriquecido para los doce (12) meses siguientes, y facilitará a la Comisión al mismo tiempo una copia del calendario. Dicho calendario no tendrá más finalidad que la de facilitar las operaciones de suministro en él previstas y no será obligatorio para ninguna de las Partes.

b) México notificará por escrito al Organismo y a la Comisión, con una antelación de sesenta (60) días como mínimo, las cantidades de uranio enriquecido que deberán entregarse al fabricante para la ejecución del presente Contrato.

c) La Comisión facilitará al fabricante o a un proveedor debidamente autorizado del fabricante, en una instalación designada por la Comisión, el uranio enriquecido destinado a los elementos combustibles, con sujeción a los términos, precios y licencias que fije la Comisión.

d) El fabricante o su proveedor determinará las cantidades y enriquecimiento exactos del uranio enriquecido destinado a los elementos combustibles y, a petición de México, el fabricante presentará al Organismo y a la Comisión un certificado escrito de la determinación del enriquecimiento en peso en el isótopo uranio-235 y de la cantidad de uranio enriquecido contenida en los elementos combustibles fabricados. Esta determinación podrá ser comprobada por el Organismo, por México y por la Comisión mediante los exámenes o análisis que cualquiera de ellos estime oportunos, y será aprobada o modificada por acuerdo unánime entre las Partes. Las cantidades y el enriquecimiento indicados en la determinación aprobada serán aceptados por las Partes como definitivos a todos los efectos.

e) Una vez acabada la fabricación y ultimados los preparativos para el transporte del uranio enriquecido, y una vez determinada la cantidad y el enriquecimiento del uranio enriquecido como se especifica en el apartado d) de la Sección 3, y previo cumplimiento de lo dispuesto en el párrafo 3 del Anexo B del Acuerdo sobre el Proyecto[3],México se procurará los servicios de un transportista que, previa notificación por escrito con treinta (30) días de antelación a la Comisión y con sujeción a los términos, precios, condiciones y licencias que fije la Comisión, transportará el uranio enriquecido al puerto de embarque de Los Angeles o de San Diego, California, donde hará entrega de él. Seguidamente, la Comisión, a petición del Organismo, cederá la posesión del uranio enriquecido a México en el puerto de embarque designado y autorizará su exportación. México adoptará las disposiciones necesarias, entre otras el pago de todos los gastos, para el transporte del uranio enriquecido en el territorio de los Estados Unidos y fuera del mismo y para su entrega (comprendido el costo de los contenedores y embalajes), así como para su almacenamiento y para las operaciones de manipulación física necesarias para la entrega y la cesión; ni el Organismo ni la Comisión serán responsables de esas medidas ni sufragarán los gastos mencionados. México aceptará tomar posesión del uranio enriquecido en el puerto de embarque designado y firmará a tal efecto un recibo en debida forma, con lo que asumirá la plena responsabilidad del uranio enriquecido contenido en los elementos combustibles.

f) La propiedad del uranio enriquecido pasará al Organismo en el momento en que dicho material salga de la jurisdicción de los Estados Unidos de América, e inmediatamente después pasará automáticamente a México.

ARTICULO II

Modalidades de pago

Sección 4. El Organismo podrá enviar una factura a México a partir del momento en que las Partes se pongan de acuerdo acerca de la determinación hecha de conformidad con el apartado d) de la Sección 3. Dentro de los veinte (20) días siguientes a la fecha de la factura, México pagará al Organismo, en moneda de los Estados Unidos, una cantidad igual a la que el Organismo deba abonar a la Comisión de conformidad con la Sección 5. Sobre todas las cantidades que no haya recibido el Organismo en el plazo de veinte (20) días a contar desde la fecha de la factura, México pagará intereses al tipo anual (año de 365 días) que la Comisión fija de cuando en cuando; esos intereses comenzarán a devengarse el vigésimo primer (21º) día a contar desde la fecha de la factura.

Sección 5. La Comisión podrá enviar una factura al Organismo a partir del momento en que la Comisión ceda la posesión del uranio enriquecido de conformidad con el apartado e) de la Sección 3. Dentro de los treinta (30) días siguientes a la fecha de la factura, el Organismo pagará a la Comisión el uranio enriquecido según las tarifas para dicho material publicadas en el Registro Federal de los Estados Unidos y que rijan en la fecha de la cesión de dicho material, con la salvedad de que si los precios vigentes en la fecha de la cesión de dicho material son superiores a los fijados en el Anexo del presente Contrato, que son los que rigen en la fecha de entrada en vigor de este Contrato de conformidad con la Sección 9, el Organismo podrá cancelar este Contrato, y deberá hacerlo si México lo pide, sin incurrir en obligación alguna a este respecto. El pago se efectuará a la Comisión o al agente o contratista que ella designe, en moneda de los Estados Unidos. Sobre todas las cantidades que no haya recibido la Comisión en el plazo de treinta (30) días a contar desde la fecha de la factura, el Organismo pagará intereses al tipo anual (año de 365 días) que la Comisión fija de cuando en cuando; esos intereses comenzarán a devengarse el trigésimo primer (31º) día a contar desde la fecha de la factura, con la salvedad de que, siempre que la fecha en que corresponda efectuar un pago conforme a la presente Sección caiga en sábado, en domingo o en día de fiesta oficial, los intereses comenzarán a devengarse el día inmediatamente posterior al siguiente día que no sea sábado, domingo ni día de fiesta oficial.

Sección 6. Para fomentar y estimular las investigaciones sobre las aplicaciones de la energía atómica con fines pacíficos o para usos terapéuticos, la Comisión se ha ofrecido cada año civil a donar al Organismo materiales fisionables especiales por un valor máximo de 50 000 dólares en el momento de la entrega, que se suministrarán con cargo a las cantidades especificadas en el párrafo A del artículo II del Acuerdo de Cooperación[5]. Si la Comisión estima que el proyecto a que se refiere el presente Contrato reúne las condiciones requeridas, antes de que termine cada año civil, durante un período de cinco (5) años que se contará a partir de la entrada en vigor del presente Contrato, decidirá si dicho proyecto se beneficiará de la donación indicada y, en caso afirmativo, en qué medida; la decisión se notificará inmediatamente al Organismo y a México. De las cantidades cuyo pago se prevé en las Secciones 4 y 5 se deducirá el valor de los materiales así suministrados.

ARTICULO III

Disposiciones generales

Sección 7. Los Artículos III, IV y V del Primer Acuerdo de Suministro[4] se aplicarán, mutatis mutandis, a las cesiones especificadas en las Secciones 1 y 2 del presente Contrato.

ARTICULO IV

Modificación del Acuerdo sobre el Proyecto

Sección 8. Queda entendido por el Organismo y México que esta Sección modifica la Sección 3 del Acuerdo sobre el Proyecto[3] para incluir en la definición de uranio enriquecido el material a que se refiere el presente Contrato.

ARTICULO V

Entrada en vigor

Sección 9. El presente Contrato entrará en vigor cuando sea firmado por el Director General del Organismo o en su nombre y representación, y por los representantes autorizados de la Comisión y de México.

HECHO en Ciudad de México, a los cuatro días del mes de octubre de 1972, por triplicado, en los idiomas español e inglés, siendo igualmente auténtico el texto en estos dos idiomas.

Por el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

(firmado) Sigvard Eklund

Por el GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

(firmado) F. Alba Andrade

Por la COMISION DE ENERGIA ATOMICA DE LOS ESTADOS UNIDOS, en nombre y representación del GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

(firmado) T. Keith Glennan

ANEXO

TARIFA DE PRECIOS DE LA COMISION DE ENERGIA ATOMICA DE LOS ESTADOS UNIDOS PARA EL URANIO ENRIQUECIDO

Los precios del uranio enriquecido a que se refiere la Sección 5 de este Contrato son los siguientes:

Porcentaje de enriquecimiento en peso en el isótopo ^{235}U	Precio del gramo de uranio enriquecido, en dólares de los Estados Unidos
18	2,120
19	2,247
20	2,373
21	2,500
25	3,006
69	8,653
70	8,782
71	8,912

[EXCHANGE OF NOTES]

The Secretariat of the International Atomic Energy Agency to the United States Permanent Mission

INTERNATIONAL ATOMIC ENERGY AGENCY
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO
PRIERE DE RAPPELER LA REFERENCE L/304-MEX-7

The Secretariat of the International Atomic Energy Agency presents its compliments to the Permanent Mission of the United States of America and has the honour to refer to the Agreements for the supply of nuclear fuel for the TRIGA Mark III research reactor at the Salazar Nuclear Centre, State of Mexico, signed between the Government of Mexico, the Government of the United States of America and the International Atomic Energy Agency on 18 December 1963 and 4 October 1972, the texts of which are set forth in documents INFCIRC/52 and INFCIRC/52/Add.1 respectively.

In this connection the Resident Representative of Mexico, by a communication dated 28 February 1980,[1] informed the Director General of the Agency that in order to facilitate the continued safe operation of the said reactor the Mexican authorities are extremely interested in obtaining, through the Agency, the exchange of four unirradiated fuel elements located at the Salazar Nuclear Centre for an equal number of similar but instrumented fuel elements which are the property of the Mexican Government and which at present are located in the United States of America.

It is the understanding of the Mexican Government, in which the Agency is pleased to concur, that the proposed exchange will be subject to the terms and conditions of the Agreements referred to above and of the Agreement for Co-operation between the United States of America and the International Atomic Energy Agency, as amended.

The Secretariat of the International Atomic Energy Agency would appreciate receiving confirmation by the United States Mission, as a result of advance consultations on this matter between the three Parties involved, that the exchange requested by the Mexican Government is acceptable to the United States Government on the understanding set forth above.

The Secretariat of the International Atomic Energy Agency avails itself of this opportunity to renew to the United States Mission the assurances of its highest consideration.

Vienna, 6 March 1980

Permanent Mission of the
United States of America
to the International
Atomic Energy Agency
V i e n n a

[1] Not printed.

The United States Permanent Mission to the Director General of the International Atomic Energy Agency

The United States Mission presents its compliments to the Director General of the International Atomic Energy Agency and has the honor to refer to the International Atomic Energy Agency note of March 6, 1980 and the Agreements for supply of nuclear fuel to the Salazar Nuclear Center, State of Mexico, signed between the Government of Mexico, the Government of the United States, and the International Atomic Energy Agency, on December 18, 1963, and October 4, 1972, and is pleased to confirm its understanding that the instrumented rods to be exchanged for uninstrumented fuel rods, originally transferred for use at the Salazar Nuclear Center, will be subject to the terms and conditions of the Agreements referred to above and to the terms and conditions of the U.S.-IAEA Agreement for Cooperation, as amended.

The United States Mission avails itself of this opportunity to renew to the Director General of the International Atomic Energy Agency the assurances of its highest consideration.

The International Atomic Energy Agency

March 6, 1980

ZAIRE

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Kinshasa July 28, 1980;
Entered into force October 20, 1980.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF ZAIRE REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States")

and the Republic of Zaire ("Zaire") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the provisions of the Agreed Minute on the Consolidation of Zaire's Debts, signed at Paris on December 11, 1979 [1] (the "Agreed Minute") by the representatives of certain nations, including the United States, agreed to by the representative of Zaire, and annexed hereto as Annex A, the United States and Zaire hereby agree to consolidate and reschedule certain Zairian debts which are owed to, guaranteed by or insured by the United States or its Agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements") between Zaire and the United States with respect to P.L. 480 [2] Agreements and between Zaire and each of the following United States Agencies: The Agency for International Development, the Export-Import Bank of the United States, the Department of Defense, and the Commodity Credit Corporation.

[1] See p. 12.
[2] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[Footnotes added by the Department of State.]

ARTICLE II

Definitions

1. "Contracts" means those loan agreements pertaining to the transactions between Zairian obligors and U.S. agencies as identified in Annex B, executed prior to January 1, 1979 with original maturities of both less than and more than one year.

2. "Short-Term Arrearages" means the United States dollar amount of the sum of principal and interest, payable with respect to Contracts with original maturities of one year or less than one year and due prior to and remaining unpaid on June 30, 1979.

3. "Long-Term Arrearages" means the United States dollar amount of the sum of principal and interest, payable with respect to Contracts with original maturities of more than one year and due prior to and remaining unpaid on June 30, 1979.

4. "Arrearages" means the sum of Short-Term Arrearages and Long-Term Arrearages.

5. "Consolidated Long-Term Arrearages" means eighty percent of the dollar amount of the Long-Term Arrearages. "Non-Consolidated Long-Term Arrearages" means the remaining twenty percent of the dollar amount of the Long-Term Arrearages.

6. "Debt" means the dollar amount of the sum of principal and interest payable with respect to the Contracts falling due between July 1, 1979 and June 30, 1980 inclusive and remaining unpaid ("First Consolidation Period") and between July 1, 1980 and December 31, 1980 inclusive ("Second Consolidation Period").

7. "Consolidated Debt" means ninety percent of the dollar amount of the Debt. "Non-Consolidated Debt" means the remaining ten percent of the dollar amount of the Debt.

8. "Interest" means interest on Arrearages and on Debt. "Additional Interest" means interest on due but unpaid installments, as specified in Article III hereof, of Arrearages, Debt and Interest.

9. "Agency" means: United States Agency for International Development, the Export-Import Bank of the United States, the Department of Defense, and the Commodity Credit Corporation.

ARTICLE III

Terms and Conditions of Payment

1. Considering that Zaire has reached an understanding with the International Monetary Fund on the policies to be implemented and on the performance criteria to be observed in 1980, and has made another purchase unde- its stand-by arrangement, the United States agrees to reschedule Arrearages and Debt with respect to the First Consolidation Period on the terms set forth in this Agreement.

2. The United States agrees to reschedule Debt with respect to the Second Consolidation Period on the terms set forth in this agreement provided that the prerequisite stated in paragraph 5 (b) of the Agreed Minute has been fulfilled.

3. Zaire agrees to repay the Arrearages and Debt in United States dollars in accordance with the schedule set forth below:
   (a) Short-Term Arrearages, amounting to $3.950 million, will be repaid in five installments according to the following schedule:
      (1) 10 percent of the total on September 30, 1980;
      (2) 15 percent of the total on September 30, 1981;
      (3) 25 percent of the total on September 30, 1982;
      (4) 25 percent of the total on September 30, 1983;
      (5) 25 percent of the total on September 30, 1984.

(b) Consolidated Long-Term Arrearages, amounting to $72,879 million, will be repaid in twelve equal and successive semi-annual installments beginning on June 30, 1984 and ending on December 31, 1989.

(c) Non-Consolidated Long-Term Arrearages, amounting to $18.519 million, will be repaid in four installments according to the following schedule:

(1) 10 percent of the total on June 30, 1980;

(2) 20 percent of the total on June 30, 1981;

(3) 30 percent of the total on June 30, 1982;

(4) 40 percent of the total on June 30, 1983.

(d) Consolidated Debt with respect to the First Consolidation Period and the Second Consolidation Period, amounting to $94.637 million shall be repaid in twelve equal and successive semi-annual installments beginning on une 30, 1984 and ending on December 31, 1989.

(e) Non-Consolidated Debt with respect to the First Consolidation period, amounting to $6.755 million shall be repaid in four equal and successive annual installments beginning on June 30, 1980 and ending on June 30, 1983.

(f) Non-Consolidated Debt with respect to the Second Consolidation Period amounting to $3.782 million shall be repaid in four equal and successive annual installments beginning December 31, 1980.

(g) A table summarizing the amounts of the Arrearages and Consolidated Debt owed to each Agency is attached hereto as Annex C. Non-Consolidated Long-Term Arrearages and Non-Consolidated Debt is attached hereto as Annex D.

4. (a) Interest shall begin to accrue at the rates set forth in this Agreement from the original due dates as set forth in the contracts for debt and shall continue to accrue until such debts are repaid in full. Interest on arrearages, with the exception of arrearages on loans made or guaranteed by the Export-Import Bank, shall begin to accrue interest at rates set forth in this agreement from July 1, 1979, and shall continue to accrue until such arrearages are repaid in full. Treatment of arrearages on loans made or guaranteed by the Export-Import Bank will be specified in the implementing agreement between the Export-Import Bank and the Republic of Zaire.

(b) The rate of interest shall be 3.3 percent per calendar year on the outstanding balance of the Arrearages and Debt due to the Agency for International Development and 4 percent per calendar year on the outstanding balance of the Arrearages and Debt due

the United States with respect to P.L. 480 agreements. The rate of Interest shall be 8.25 percent per calendar year on the outstanding balance of the Arrearages and Debt due to, guaranteed by, or insured by the Export-Import Bank and the Department of Defense and 8.75 percent per calendar year on Arrearages and Debt due to the Commodity Credit Corporation. The rates of Additional Interest shall be the same as the rate of Interest for each Agency. All Interest and Additional Interest payable with respect to the Arrearages and the Debt shall be payable semi-annually on June 30 and December 31 of each year commencing on June 30, 1980.

5. It is understood that adjustments will be made in the amounts of Consolidated Debt and Non-Consolidated Debt specified in Annexes C and D of this Agreement by the Implementing Agreement.

ARTICLE IV

General Provisions

1. Zaire agrees to grant the United States and its Agencies, any any other creditor which is party to a Contract, treatment and terms no less favorable than that which

may be accorded to any other creditor country for the consolidation of debts covered by the Agreed Minute.

2. As provided for in paragraph 9 of the Agreed Minute, Zaire will seek to secure from private creditors, including banks, financing or refinancing arrangements similar to those detailed in this Agreement, making sure to avoid any discrimination between different categories of creditors.

3. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all other terms and conditions of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force for Arrearages and Debt with respect to the First Consolidation Period upon receipt by Zaire of written notice that domestic United States laws and regulations covering debt rescheduling concerning this Agreement have been complied with. [1]

[1] Oct. 20, 1980. [Footnote added by the Department of State.]

2. This Agreement shall enter into force for Debt with respect to the Second Consolidation Period upon receipt by Zaire of written notice from the United States Government that the United States considers Zaire in compliance with the condition stated in Article III, paragraph 2, of the Agreement.

Done at Kinshasa, Zaire, in duplicate, this 28th day of July, 1980, in the English and French languages, each text being equally authentic.

FOR THE UNITED STATES OF AMERICA

Robert B Oakley[1]

FOR THE REPUBLIC OF ZAIRE

[2]

[SEAL]

[1] Robert B. Oakley.
[2] Namwisi Ma Koy.
[Footnotes added by the Department of State.]

ANNEX A

Agreed Minute on the Consolidation of Zaire's Debt

1) Representatives of the Governments of Abu Dhabi, Austria, Belgium, Canada, France, the Federal Republic of Germany, Italy, Japan, the Netherlands, Norway, Sweden, Switzerland, the United Kingdom and the United States, hereinafter called "the Participating Countries" met in Paris on December 10 and 11, 1979, with the representatives of the Government of Zaïre, in order to examine the request for alleviation of that country's external debt service obligations. Observers of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of European Economic Communities and the Organisation for Economic Cooperation and Development also attended the meeting.

2) The Zaïrian delegation underlined the current difficulties faced by its country and the strong determination of its Government to reach the targets specified in the comprehensive stabilization program supported by a stand-by arrangement approved by the Executive Board of the International Monetary Fund on August 27, 1979.

The representatives of the International Monetary Fund also described the economic situation of Zaïre and the major elements of the comprehensive stabilization program. The stand-by arrangement, covering the period ending December 31, 1980, involves specific commitments in both the economic and financial fields.

The representatives of the Participating Countries recognised that Zaïre continue to face serious economic and financial difficulties. They noted with satisfaction Zaïre's adoption of this comprehensive stabilization program. In particular they welcomed Zaïre's intention, which was reiterated by the Zaïrian delegation, to reach the objectives of the program through:

1 – a marked reduction of the budgetary deficit requiring bank financing;
2 – a substantial deceleration of the rate of monetary expansion;
3 – the implementation of prudent incomes policy;
4 – the continuation of a flexible exchange rate policy;
5 – the improvement of foreign exchange repatriation and allocation, including the avoidance of barter agreements;
6 – an orderly reduction of arrears and
7 – a strict limitation of new external borrowing on nonconcessionary terms.

3) Mindful of the serious balance of payments difficulties faced by Zaïre the representatives of the Participating Countries agreed to recommend that their Governments or appropriate governmental

institutions provide debt relief for Zaïre's debt on the following basis:

a) 90% of the amounts of principal and interest on debt relating to contracts having an original maturity of more than one year, falling due between July 1, 1979, and December 31, 1980, and not paid will be rescheduled or refinanced.

Repayment by Zaïre of the corresponding sums will be made in 12 equal and successive semi-annual payments beginning on June 30, 1984.

Payment of the remaining 10% will be made by Zaïre in 4 equal and successive annual payments beginning on June 30, 1980.

b) 80% of the amounts of principal and interest on debt relating to contracts having an original maturity of more than one year, falling due before June 30, 1979 inclusive, and not paid will be rescheduled or refinanced.

Repayment by Zaïre of the corresponding sums will be made in 12 equal and successive semi-annual payments beginning on June 30, 1984.

Payment of the remaining 20% will be made by Zaïre as follows:
2% on June 30, 1980; 4% on June 30, 1981
6% on June 30, 1982; 8% on June 30, 1983

c) The amounts of principal and interest on debt relating to contracts having an original maturity of one year or less falling due before June 30, 1979, and not paid will be repaid by the Zaïre according the following schedule:

10% on September 30, 1980
15% on September 30, 1981
25% on September 30, 1982
25% on September 30, 1983
25% on September 30, 1984

4) The debts referred to in paragraph 3 to which the consolidation will apply are:

a) on the one hand, commercial credits guaranteed or insured by the Governments or appropriate bodies of the participating countries which were covered by a contract or other financial arrangements concluded before January 1, 1979, and which have not been subject to a previous consolidation,
b) on the other hand, loans from Governments or appropriate bodies which were concluded before January 1, 1979, and which have not been subject to a previous consolidation.

5) The detailed arrangements for the consolidation or refinancing referred to in paragraphs 3 and 4 will be established in bilateral

agreements to be concluded by each of the creditor countries with the Government of the Republic of Zaïre on the basis of the following principles:

a) As regards consolidation of arrears and maturities payable before June 30, 1980, and not paid, the bilateral agreements will come into force only after Zaïre has reached understandings with the International Monetary Fund on the policies to be implemented and on the performance criteria to be observed in 1980 and makes another purchase under its stand-by arrangement; the bilateral agreements will also be conditional on the conclusion of an agreement with commercial banks in conformity with the provisions set forth in paragraph 3 of the Agreed Minute of December 1, 1977,

b) The consolidation of maturities payable from July 1 to December 31, 1980, will be subject to the effective implementation of the stabilization program and the continued eligibility of Zaïre to make purchases from the Fund on June 30, 1980.

c) The rate and terms governing the interest payable in respect of these financial arrangements will be determined bilaterally between Zaïre and each of the participating countries. Each creditor country is prepared to make its maximum effort to keep the rate of interest applying to each bilateral agreement as low as possible taking into account the market rate of the country concerned and, the legal and other modalities of each consolidation.

d) Each participating country will proceed with the consolidation of the external debt of Zaïre in accordance with such rules which will be laid down in the bilateral agreements to be concluded and which involve rescheduling or refinancing according to the circumstances.

e) The creditor countries will place the relevant sums under paragraph 3 above at the disposal of the Government of Zaïre in proportion with and pari passu to the payments that will fall due during the period defined above or will reschedule the corresponding payments.

6) The Government of Zaïre will accord to each of the Participating Countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of comparable term.

7) The provisions set forth in paragraphs 3 and 4 above do not apply to those countries whose principal and interest payments are less than 1 million SDR as regards the arrears or the amounts falling due during each of the consolidation periods mentioned in these paragraphs.

8) The Zaïrian delegation has indicated that its Government undertakes to pay the amounts in principal and interest due as of June 30, 1979, and not paid and the amounts of principal and interest for the maturities not paid falling due between June 30, 1979, and

December 31, 1979, under the bilateral agreements previously concluded with the creditor countries as follows:

— one third on June 30, 1980
— two thirds on January 31, 1981

These payments will be made independently of the signature of the bilateral agreements relating to the present agreed Minute and the moratorium interest rate to apply to these payments will be the same as the one agreed upon in the bilateral agreements previously concluded.

The Zaïrian delegation also stressed that in accordance with its general policy the Zaïrian Government will make every effort to avoid in the future any new arrears in payments due under the bilateral agreements previously concluded or to be concluded with participants.

9) The delegation of Zaïre stated that its Government will seek to secure from private creditors, including banks, rescheduling, financing or refinancing arrangements under conditions similar to those negotiated for credits of comparable maturity covered by this Minute, making sure to avoid any discrimination between different categories of creditors.

10) The representatives of the Participating Countries and of Zaïre agreed to recommend to their Governments to initiate bilateral negotiations at the earliest opportunity and to conduct them on the basis of the principles set forth above.

11) The Participating Countries noting that any previous creditor country reservations on this issue would be respected, agreed to make available upon the request of another Participating Country a copy of its bilateral agreement with the Government of Zaïre which implements this Agreed Minute. The Government of Zaïre acknowledges this arrangement.

12) In response to the request of the representatives of the Government of Zaïre, the participating creditor countries agreed in principle to consider subsequently the matter of Zaïre's debt service payments falling due during the years 1981 and 1982. However as regards these maturities consolidation will apply only if Zaïre:

— has previously established for the corresponding period an economic and financial program supported by an upper credit tranche agreement with the International Monetary Fund,

— has observed the provisions set forth in this and the previous Minutes and in the corresponding provisions of the bilateral agreement concluded with the Participating Countries.

Done in Paris, December 11, 1979

The Chairman of the Paris Club,

Delegation of Abu Dhabi,

Delegation of Austria,

Belgium Delegation,

Delegation of Canada,

French Delegation,

Delegation of the Federal Republic of Germany,

Italian Delegation,

The Chairman of the Zairian Delegation,

Delegation of Japan,

Makoto Kobayashi

The Netherlands Delegation,

Delegation of Norway,

Swedish Delegation,

Swiss Delegation,

The United Kingdom Delegation,

The United States of America Delegation,

ANNEX B

Loan Agreements Subject to Rescheduling

Export-Import Bank

Financial Guarantees No.	Direct Credits No.
4540	2939
4601	3185
4586	4048
4685	4400
4686	4539
4734	4585
	4684
	4733

Cooperative Financing Facility No.

12574

P. L. 480

October 3, 1966	December 11, 1967	May 14, 1969	October 7, 1971	May 24, 1977
March 15, 1967	August 12, 1968	October 21, 1969	March 25, 1976	August 25, 1978

Commodity Credit Corporation

GSM Numbers

13334	13343	13428
13460	13415	13444

Department of Defense

Direct Loans	
721	771
741	781
751	
761	
765	

Agency for International Development

Direct Loans	
660-K-002	660-H-013
660-K-003	660-T-014
660-K-006	660-K-015
660-K-008	660-T-016
660-K-009	660-K-017
660-K-010	660-K-025
660-H-011	660-HG-001
660-H-012	

ANNEX C

Summary of Arrearages and Consolidated Debt*
(millions of dollars)

	Short-Term Arrearages (100%)	Consolidated Long Term Arrearages (80%)	Consolidated Debt First Consolidation Period (90%)	Consolidated Debt Second Consolidation Period (90%)	TOTAL
Export-Import Bank	0	59.4	43.7	22.2	125.3
P.L. 480	0	3.309	3.198	3.439	9.946
Commodity Credit Corporation	3.950	5.570	0	0	9.52
Department of Defense	0	0	9.3	5.5	14.8
Agency for International Development	0	4.6	4.8	2.5	11.9
TOTAL	3.950	72.879	60.998	33.639	171.466

Data are rounded and subject to revision per Article III, paragraph 5.

ANNEX D

Summary of Non-Consolidated Long-Term Arrearages and Non-Consolidated Debt*
(millions of dollars)

	Non-Consolidated Long Term Arrearages (20%)	Non-Consolidated Debt First Consolidation Period (10%)	Non-Consolidated Debt Second Consolidation Period (10%)	TOTAL
Export-Import Bank	15.0	4.9	2.5	22.4
P.L. 480	0.827	0.355	0.382	1.564
Commodity Credit Corporation	1.392	0	0	1.392
Department of Defense	0	1.0	0.6	1.6
Agency for International Development	1.3	0.5	0.3	2.1
TOTAL	18.519	6.755	3.782	29.056

Data are rounded and subject to revision per Article III, paragraph 5.

ACCORD CONCLU ENTRE LES ETATS-UNIS D'AMERIQUE ET LA REPUBLIQUE DU ZAIRE CONCERNANT LA CONSOLIDATION ET LE REECHELONNEMENT DE CERTAINS EMPRUNTS CONSENTIS, GARANTIS OU ASSURES PAR LE GOUVERNEMENT DES ETATS-UNIS ET SES INSTITUTIONS

Les Etats-Unis d'Amérique (Les "Etats-Unis") et la République du Zaïre ("Zaïre") sont convenus de ce qui suit:

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux dispositions du Procès-verbal agrée relatif à la consolidation des dettes du Zaïre (le "Procès-Verbal") signé à Paris le 11 décembre 1979 par les représentants de certains pays, y compris les Etats-Unis, agrée par le représentant du Zaïre et figurant ci-joint à l'Annexe A, les Etats-Unis et le Zaïre conviennent par le présent accord de consolider et de rééchelonner certaines dettes du Zaïre représentées par un crédit consenti, garanti ou assuré par les Etats-Unis ou leurs institutions, comme prévu aux termes du présent accord.

2. Le présent Accord sera mis en oeuvre par voie d'accords distincts (les "Accords de mise en oeuvre") entre le Zaïre et les Etats-Unis en ce qui concerne les Accords conclus au titre de la Loi publique 480, et entre le Zaïre et chacune des institutions américaines ci-après: L'Agence pour le Développement international, l'Export-Import Bank des Etats-Unis, le Ministère de la Défense et la Commodity Credit Corporation.

ARTICLE II

Définitions

1. Le terme "Contrats" désigne les accords de prêt portant sur les opérations entre obligés zaïrois et institutions des Etats-Unis suivant identification à l'Annexe B, ces accords ayant été signés avant le 1er janvier 1979 et comportant des échéances initiales de moins d'un an ou de plus d'un an.

2. L'expression "Arriérés à court terme" désigne le total de la somme en dollars des Etats-Unis du principal et des intérêts, redevables en vertu du Contrats à échéances initiales d'un an ou de moins d'un an, échus avant le 30 juin 1979 et demeurant non réglés à cette date.

3. L'expression "Arriérés à long terme" désigne le total de la somme en dollars des Etats-Unis du principal et des intérêts, redevables en vertu de Contrats à échéances initiales de plus d'un an, échus avant le 30 juin 1979 et demeurant non réglés à cette date.

4. Le terme "Arriérés" désigne la somme des Arriérés à court terme et des Arriérés à long terme.

5. L'expression "Arriérés à long terme consolidé" désigne quatre-vingt pour cent du montant en dollars des Arriérés à long terme. L'expression "Arriérés à long terme non consolidé" se rapporte aux vingt pour cent du montant en dollars des Arriérés à long terme.

6. Le terme "Dette" désigne le total en dollars de la somme du principal et des intérêts redevables en vertu des Contrats et arrivant à échéance entre le 1er juillet 1979 et le 30 juin 1980 inclusivement et demeurant non réglés ("Première période de consolidation") et entre le 1er juillet 1980 et le 31 décembre 1980 inclusivement ("Seconde période de consolidation").

7. L'expression "Dette consolidée" désigne quatre-vingt dix pour cent du montant en dollars de la Dette. L'expression "Dette non consolidée" désigne le solde de dix pour cent du montant en dollars de la Dette.

8. Le terme "Intérêts" désigne les intérêts courus sur les Arriérés et sur la Dette. L'expression "Intérêts supplémentaires" désigne les intérêts courus sur les tranches de remboursement prévues, suivant stipulations à l'Article III du présent accord, des Arriérés, de la Dette et des Intérêts.

9. Le terme "Institution" désigne l'Agence pour le Développement international des Etats-Unis, l'Export-Import Bank des Etats-Unis, le ministère de la Défense des Etats-Unis et le Commodity Credit Corporation.

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ARTICLE III

Modalités et conditions de paiement

1. Considérant que le Zaïre a conclu un accord avec le Fonds monétaire international concernant les politiques à mettre en oeuvre et les critères de rendement auxquels se conformer en 1980 et que le Zaïre a effectué un autre achat au titre de son accord de stand-by, les Etats-Unis acceptent de rééchelonner les Arriérés et la Dette à régler en ce qui concerne la Première période de consolidation suivant les conditions stipulées au présent accord.

2. Les Etats-Unis acceptent de rééchelonner la Dette en ce qui concerne la Seconde période de consolidation suivant les conditions stipulées au présent accord, étant entendu que les conditions préalables énoncées à l'alinéa b), paragraphe 5, du Procès-Verbal agrée soient remplies.

3. Le Zaïre accepte de régler les Arriérés et de rembourser la Dette en dollars des Etats-Unis conformément au calendrier suivant:

   a) Les Arriérés à court terme, se montant à 3.950 millions de dollars, seront remboursés en cinq tranches conformément au calendrier suivant:

      (1) 10 pour cent du total le 30 septembre 1980

      (2) 15 pour cent du total le 30 septembre 1981

      (3) 25 pour cent du total le 30 septembre 1982

(4) 25 pour cent du total le 30 septembre 1983

(5) 25 pour cent du total le 30 septembre 1984.

(b) Les Arriérés à long terme consolidés, se montant à 72.879 millions de dollars, seront remboursés en douze tranches semestrielles successives et égales du 30 juin 1984 au 31 décembre 1989.

(c) Les Arriérés à long terme non consolidés, se montant à 18.519 millions de dollars, seront remboursés en quatre tranches conformément au calendrier suivant:

(1) 10 pour cent du total le 30 juin 1980

(2) 20 pour cent du total le 30 juin 1981

(3) 30 pour cent du total le 30 juin 1982

(4) 40 pour cent du total le 30 juin 1983.

(d) Le Dette consolidée relevant de la Première période de consolidation et de la Seconde période de consolidation, se montant à 94.637 millions de dollars, sera remboursée en douze tranches semestrielles successives et égales du 30 juin 1984 au 31 décembre 1989.

(e) La Dette non consolidée relevant de la Première période de consolidation, se montant à 6.755 millions de dollars, sera remboursée en quatre tranches annuelles successives et égales du 30 juin 1980 au 30 juin 1983.

(f) La Dette non consolidée relevant de la Seconde période de consolidation, se montant à 3.782 millions de dollars, sera remboursée en quatre tranches annuelles successives et égales à compter du 31 décembre 1980.

(g) Un tableau récapitulatif des m ontants des Arriérés et de la Dette consolidée redevables à chaque Institution figure ci-joint à l'Annexe C. Le Récapitulatif des Arriérés à long terme non consolidée et de la Dette n on consolidée figure ci-joint à l'Annexe D.

4. (a) Les intérêts commenceront à courir aux taux stipulés par le présent accord à compter des dates initiales d'échéance fixées par les contrats relatifs à la dette et continueront à courir jusqu'à ce que les dettes aient été entièrement remboursées. L'intérêt sur les arriérés, à l'exception des arriérés sur les prêts consentis, garantis ou assurés par Export-Import Bank, commencera à courir aux taux stipulés dans cet Accord, à partir du ler juillet 1979, et continuera à courir jusqu'à ce que les arriérés aient été intégralement réglés. Le traitement des arriérés des prêts consentis ou garantis par Export-Import Bank sera spécifié dans l'accord de mise en oeuvre passé entre Export-Import Bank et la République du Zaïre.

(b) Le taux d'intérêt sera de 3,3 pour cent par année civile sur le solde non réglé des Arriérés et de la Dette redevables à l'Agence pour le Développement international et de 4 pour cent sur le solde non réglé des Arriérés et de la Dette redevables au Gouvernement des Etats-Unis au titre des accords relevant de la loi P.L. 480. Le taux d'interêt sera de 8,25 pour cent sur le solde non réglé des Arriérés et de la Dette redevables à l'Export-Import Bank et au ministére de la Défense et garantis ou assurés par ces Institutions et de 8,75 pour cent par année civile sur les Arriérés et la Dette redevables à la Commodity Credit Corporation. Les taux d'intérêt supplémen-

taires seront les mêmes que les taux d'intérêt pour chaque Institution. Tous les intérêts et intérêts supplémentaires redevables relativement aux Arriérés et à la Dette seront payables semestriellement le 30 juin et le 31 décembre de chaque année à compte du 30 juin 1980.

5. Il est entendu que des ajustements seront apportés aux montants de la Dette consolidée et de la Dette non consolidée spécifiées aux Annexes C et D du présent accord par l'Accord de mise en oeuvre.

ARTICLE IV

Dispositions générales

1. Le Zaïre convient d'accorder aux Etats-Unis et à leurs Institutions, ainsi qu'à tout autre créancier qui est partie à Contrat, un traitement et des conditions non moins favorables que ceux qui seraient accordés à tout autre pays créancier pour la consolidation des dettes couvertes par le Procès-verbal agrée.
2. Conformément aux dispositions du paragraphe 9 du Procès-verbal agrée, le Zaïre s'éfforcera d'obtenir auprès de créanciers privés, y compris des banques, des facilités de financement ou de refinancement analogues à celles décrites en détails au présent accord en prenant soin d'éviter toute discrimination entre différentes catégories de créanciers.

3. Sauf dans la mesure où elles peuvent être modifiées par le présent accord ou par des accords de mise en oeuvre ultérieurs, toutes les modalités et conditions des Contrats demeurent inchangées.

ARTICLE V
Entrée en vigueur

1. Le présent accord entrera en vigueur en ce qui concerne les Arriérés et la Dette relevant de la Première période de consolidation dès réception par le Zaïre d'une notification écrite des Etats-Unis l'avisant que les lois et règlements des Etats-Unis couvrant le rééchelonnement de la dette concernant le présent accord ont été respectés.

2. Le présent accord entrera en vigueur en ce qui concerne la Dette relevant de la Seconde période de consolidation dès réception par le Zaïre d'une notification écrite du Gouvernement des Etats-Unis l'avisant que les Etats-Unis considèrent que le Zaïre se conforme aux conditions stipulées au paragraphe 2, Article III, de l'Accord.

Fait à Kinshasa, en double exemplaire, ce 28ème jour juillet 1980, en anglais et en français, chaque texte faisant également foi.

POUR LES ETATS-UNIS D'AMERIQUE

Robert B Oakley

POUR LA REPUBLIQUE DU ZAIRE

[SEAL]

ANNEX A

PROCES-VERBAL AGREE
RELATIF A LA CONSOLIDATION DE LA DETTE DU ZAIRE

1) Les représentants des Gouvernements d'Abu-Dhabi, de la République Fédérale d'Allemagne, de l'Autriche, de la Belgique, du Canada, des Etats-Unis d'Amérique, de la France, de l'Italie, du Japon, de la Norvège, des Pays-Bas, du Royaume-Uni, de la Suède et de la Suisse, ci-après désignés "pays participants" se sont réunis à Paris les 10 et 11 décembre 1979 avec les représentants du Gouvernement du Zaïre pour examiner la demande d'un allègement du service de la dette extérieure de ce pays. Des observateurs du Fonds Monétaire International, de la Banque Internationale pour la Reconstruction et le Développement, du Secrétariat de la C.N.U.C.E.D. de la Commission des Communautés Economiques Européennes et de l'Organisation de Coopération et de Développement Economique, ont également assisté à la réunion.

2) La délégation zaïroise a souligné les difficultés conjoncturelles que connaît son pays et la ferme détermination de son Gouvernement d'atteindre les objectifs fixés dans son programme global de stabilisation, appuyé par un accord de confirmation qui a été approuvé par le Conseil d'administration du Fonds Monétaire International le 27 août 1979.

Les représentants du Fonds Monétaire International ont aussi décrit la situation économique du Zaïre ainsi que les principaux éléments du programme de stabilisation. L'accord de confirmation, couvrant la période s'étendant jusqu'au 31 décembre 1980, implique des engagements précis à la fois dans le domaine économique et dans le domaine financier.

Les représentants des pays participants ont reconnu que le Zaïre continuait à être confronté à de graves difficultés économiques et financières. Ils ont exprimé leur satisfaction au sujet de l'adoption de ce programme global de stabilisation. Ils se sont félicités en particulier de l'intention du Zaïre, réaffirmée par la délégation zaïroise, d'atteindre les objectifs du programme au moyen :

1 - d'une forte réduction du déficit budgétaire nécessitant un financement bancaire,

2 - d'une décélération substantielle du taux de l'expansion monétaire,

3 - de la mise en oeuvre d'une politique prudente des revenus,

4 - de la poursuite d'une politique de taux de change flexible,

5 - de l'amélioration du rapatriement et de l'affectation des ressources en devises, notamment en évitant les accords de troc,

6 - d'une réduction progressive des arriérés et

7 - d'une stricte limitation de l'endettement extérieur nouveau à des termes non concessionnels.

3) Conscients des graves difficultés de balance des paiements rencontrées par le Zaïre, les représentants des pays participants sont convenus de recommander à leurs Gouvernements ou Institutions Gouvernementales appropriées de procéder à un réaménagement de la dette extérieure du Zaïre sur les bases ci-dessous :

a) 90 % du montant en principal et intérêts des dettes correspondant à des contrats prévoyant initialement une durée de crédit supérieure à un an, arrivant à échéance entre le 1er juillet 1979 et le 31 décembre 1980, et non réglées, seront rééchelonnés ou refinancés.

Le remboursement par le Zaïre des sommes correspondantes s'effectuera en 12 versements semestriels égaux commençant le 30 juin 1984.

Le paiement des 10 % restants sera effectué par le Zaïre en 4 versements annuels égaux commençant le 30 juin 1980.

b) 80 % du montant en principal et intérêts des dettes correspondant à des contrats prévoyant initialement une durée de crédit supérieure à un an, arrivant à échéance avant le 30 juin 1979 inclus, et non réglées, seront rééchelonnés ou refinancés.

Le remboursement par le Zaïre des sommes correspondantes s'effectuera en 12 versements semestriels égaux commençant le 30 juin 1984.

Le paiement des 20 % restants sera effectué par le Zaïre de la manière suivante : 2 % au 30 juin 1980, 4 % au 30 juin 1981
6 % au 30 juin 1982, 8 % au 30 juin 1983

c) Les montants en principal et intérêts au titre des dettes correspondant à des contrats prévoyant initialement une durée de crédit inférieure ou égale à un an arrivant à échéance avant le 30 juin 1979 et non ~~encore~~ réglés seront remboursés par le Zaïre selon l'échéancier suivant :

10 % le 30 septembre 1980
15 % le 30 septembre 1981
25 % le 30 septembre 1982
25 % le 30 septembre 1983
25 % le 30 septembre 1984

4) Les dettes prises en considération au paragraphe 3 pour ce réaménagement concernent :

a) d'une part les crédits commerciaux garantis ou assurés par les gouvernements ou par les organismes appropriés des pays participants ayant fait l'objet d'un contrat ou de toute autre forme d'arrangements financiers conclus avant le 1er janvier 1979 et non inclus dans une précédente consolidation.

b) d'autre part les prêts gouvernementaux ou d'organismes appropriés conclus avant le 1er janvier 1979 et non inclus dans une précédente consolidation.

5) Les modalités du rééchelonnement ou du refinancement prévus aux paragraphes 3 et 4 ci-dessus, seront fixées dans des accords bilatéraux à conclure par chacun des pays créanciers avec le Gouvernement du Zaïre sur la base des principes suivants :

a) en ce qui concerne la consolidation des arriérés et des échéances antérieures au 30 juin 1980, non réglés, les accords bilatéraux ne prendront effet qu'après qu'un arrangement sera intervenu entre le Zaïre et le F.M.I. sur les politiques économiques à mettre en oeuvre et sur les critères de réalisation pour 1980 et que le Zaïre aura procédé à un nouvel achat dans le cadre de l'accord de confirmation; les accords bilatéraux seront également subordonnés à la conclusion d'un accord avec les banques commerciales répondant aux conditions prévues au paragraphe 3 du procès-verbal agréé du 1er décembre 1977.

b) La consolidation des échéances payables entre le 1er juillet et le 31 décembre 1980 sera subordonnée à la réalisation effective du programme de stabilisation et à la poursuite de l'éligibilité du Zaïre à effectuer des achats au Fonds Monétaire International le 30 juin 1980.

c) Le taux et les conditions de l'intérêt à verser au titre de ces facilités financières seront fixés bilatéralement entre le Zaïre et les pays participants. Chacun des pays créanciers est disposé à faire l'effort maximum pour maintenir le taux d'intérêt applicable à chaque accord bilatéral de consolidation le plus bas possible en tenant compte des taux du marché du pays concerné et des modalités juridiques ou autres de chaque consolidation.

d) Chaque pays participant procèdera à la consolidation de la dette extérieure du Zaïre selon les règles qui seront fixées dans les accords bilatéraux à conclure et qui feront appel selon le cas à un rééchelonnement ou à un refinancement.

e) Les pays participants mettront à la disposition du Gouvernement Zaïrois les sommes prévues au paragraphe 3 ci-dessus proportionnellement aux paiements venant à échéance au cours des périodes mentionnées ci-dessus et au fur et à mesure de ces paiements, ou reporteront les échéances correspondantes.

6) Le Gouvernement du Zaïre accordera à chacun des pays participants un traitement qui ne sera pas moins favorable que celui qu'il accordera éventuellement à tout autre pays créancier pour des dettes de terme comparable.

7) Les dispositions prévues aux paragraphes 3 et 4 ci-dessus ne s'appliquent pas aux pays dont les créances en principal et intérêts sont inférieures à un million de D.T.S. en ce qui concerne les arriérés ou les montants dus pendant chacune des périodes de consolidation mentionnées à ces paragraphes.

8) La délégation zaïroise a indiqué que son Gouvernement s'engageait à régler les montants en principal et intérêts échus au 30 juin 1979 et non payés ainsi que les échéances en principal et intérêts non payées échues entre le 30 juin 1979 et le 31 décembre 1979 au titre des accords de consolidation déjà conclus avec les pays créanciers de la manière suivante :

- un tiers au 30 juin 1980
- deux tiers au 31 janvier 1981

Ces paiements seront effectués indépendamment de la signature des accords bilatéraux relatifs au présent procès-verbal et le taux d'intérêt de retard à appliquer à ces paiements sera celui des accords bilatéraux déjà conclus.

La délégation zaïroise a également précisé que, conformément à sa politique générale, le Gouvernement zaïrois fera tous ses efforts pour éviter à l'avenir tout nouvel arriéré de paiement au titre des accords de consolidation déjà conclus ou à conclure avec les pays participants.

9) La délégation du Zaïre a indiqué que son Gouvernement s'engageait à rechercher avec ses créanciers privés, y compris les banques, un rééchelonnement, un financement ou un refinancement à des conditions comparables à celles qui ont été négociées, pour les crédits d'échéance comparable et couverts par le présent procès-verbal, et qui, pour chaque catégorie de créanciers, n'établiront aucune discrimination entre eux.

10) Les représentants des pays participants et les représentants du Zaïre sont convenus de recommander à leurs Gouvernements d'ouvrir dans les meilleurs délais les négociations bilatérales et de les conduire sur la base des principes énoncés ci-dessus.

11) Les pays participants, tout en prenant note du fait que les réserves antérieurement exprimées par les pays créanciers seraient respectées, sont convenus de fournir, à la demande d'un autre pays participant un exemplaire de leurs accords bilatéraux avec le Gouvernement du Zaïre en application du présent procès-verbal agréé. Le Gouvernement du Zaïre prend acte de cette disposition.

12) En réponse à la demande des représentants du Zaïre, les pays participants se sont déclarés d'accord en principe pour examiner ultérieurement le problème des échéances de la dette zaïroise pour les années 1981 et 1982. Toutefois pour ce qui concerne ces échéances, la consolidation ne pourra intervenir que si le Zaïre :

- a préalablement défini pour la période correspondante un programme économique et financier appuyé par un accord dans les tranches supérieures de crédit avec le Fonds Monétaire International;

- a observé les dispositions prévues dans le présent procès-verbal agréé et dans les précédents ainsi que les dispositions correspondantes des accords bilatéraux de consolidation intervenus avec les pays participants.

Fait à PARIS, le 11 décembre 1979

Le Président du Club de Paris,

Le Président de la Délégation du Zaïre,

La Délégation d'ABU-DHABI,

La Délégation de l'ITALIE,

La Délégation de la République Fédérale d'ALLEMAGNE,

La Délégation du JAPON,

La Délégation de l'AUTRICHE,

La Délégation de la NORVEGE,

La Délégation de la BELGIQUE,

La Délégation des PAYS-BAS,

La Délégation du CANADA,

La Délégation du ROYAUME-UNI,

La Délégation des ETATS-UNIS d'AMERIQUE,

La Délégation de la SUEDE,

La Délégation FRANÇAISE,

La Délégation de la SUISSE,

ANNEXE B

Accords de prêt sujets à rééchelonnement

Export-Import Bank

Garanties financières No	Crédits directs No
4540	2939
4601	3185
4586	4048
4685	4400
4686	4539
4734	4585
	4684
	4733

Facilités de financement coopératif

12574

Loi publique 480

octobre 1966	11 décembre 1967	14 mai 1969	7 octobre 1971	24 mai 1977
mars 1967	12 août 1968	21 octobre 1969	25 mars 1976	15 août 1978

Commodity Credit Corporation

Numéros GSM

13334	13343	13428
13460	13415	13444

Ministère de la Défense

Prêts directs

721	761	781
741	765	
751	771	

Agence pour le Développement international

Prêts directs

660-K-002	660-H-013
660-K-003	660-T-014
660-K-006	660-K-015
660-K-008	660-T-016
660-K-009	660-K-017
660-K-010	660-K-025
660-H-011	660-HG-001
660-H-012	

ANNEXE C

Récapitulatif des Arriérés et de la Dette consolidée

(en millions de dollars)

	Arriérés à court terme (100%)	Arriérés à long terme consolidés (80%)	Dette consolidée Première période de consolidation (90%)	Dette consolidée Seconde période de consolidation (90%)	Total
Export-Import Bank	0	59.4	43.7	22.2	125.3
Loi publique 480	0	3.309	3.198	3.439	9.946
Commodity Credit Corporation	3.950	5.570	0	0	9.52
Ministère de la Défense	0	0	9.3	5.5	14.8
Agence pour le Développement international	0	4.6	4.8	2.5	11.9
TOTAL	3.950	72.879	60.998	33.639	171.466

Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 5 de l'Article III

ANNEXE D

Récapitulatif des Arriérés à long terme non consolidés et de la Dette non consolidée

(en millions de dollars)

	Arriérés à long terme non consolidés (20%)	Dette non consolidée Première période de consolidation (10%)	Dette non consolidée Seconde période de consolidation (10%)	TOTAL
Export-Import Bank	15.0	4.9	2.5	22.4
Loi publique 480	0.827	0.355	0.382	1.564
Commodity Credit Corporation	1.392	0	0	1.392
Ministère de la Défense	0	1.0	0.6	1.6
Agence pour le Développement international	1.3	0.5	0.3	2.1
TOTAL	18.519	6.755	3.782	29.056

Les chiffres ont été arrondis et sont sujets à révisions aux termes du paragraphe 5 de l'Article III

ISRAEL

Oil Supply Arrangement

Contingency implementing arrangements relating to the memorandum of agreement of June 22, 1979.
Signed at Washington October 17, 1980;
Entered into force October 17, 1980.
With related letter.

CONTINGENCY IMPLEMENTING ARRANGEMENTS
FOR THE
MEMORANDUM OF AGREEMENT OF JUNE 22, 1979[1]
BETWEEN THE
UNITED STATES AND ISRAEL

1. This agreement is to specify the conditions for the activation of the June 22, 1979, Memorandum of Agreement (MOA) between the United States and Israel on oil supply and the means by which the MOA would be implemented.

2. Pursuant to paragraph 1 of the MOA, Israel may give notification to the United States Department of State (Bureau of Near Eastern and South Asian Affairs). The notification is to include the information Israel deems necessary to substantiate its view that it is unable to secure its needs, or some part thereof, through normal procedures. Supporting documentation is to be provided on request. Consultations between the United States and Israel would then take place as soon as possible, and in no event later than two weeks following notification, to confirm that Israel is unable to supply its requirements by normal procedures. Upon this confirmation, implementation would proceed, Israel's supply right and allocation right would be established and the United States would make oil available to Israel as soon as practicable after notification. The United States will make every effort to ensure that this period is less than 60 days.

3. Absent a shortfall in the amount of oil physically available to Israel on the world market, the MOA could be activitated when Israel:

(a) is paying for all its imported oil an average price higher than the average cost of the most expensive 20% of crude oil imported into the United States; and

(b) has to buy at least 60% of its oil through short-term, indirect purchases.

The time period for measurement of these factors would be the 90 days preceding notification.

4. If Israel were to lose one of its two existing main sources of long-term supply (or a replacement source providing 22% or more of Israel's oil imports), notwithstanding Israel's reasonable efforts to retain said sources of supply, without immediately replacing it

[1] TIAS 9533; 30 UST 5989.

with an equivalent source, the MOA could be activated immediately. Israel's allocation right during activation pursuant to this paragraph would be equal to 120 days of supply from the lost main source, following which the MOA would be deactivated unless the conditions of paragraph 3 have been met. The United States and Israel would seek to measure the factors for an activation under paragraph 3 without including oil which may be made available from the United States pursuant to this paragraph. If this paragraph is activated under section 1(b) of the MOA, Israel's allocation right would be adjusted in accordance with paragraphs 6 and 7 hereof.

5. Israel's shortfall and supply right under section 1(a) of the MOA would be determined by comparing actual and expected deliveries of oil secured through normal procedures with current normal domestic requirements. The allocation right as determined pursuant to the above should include such oil as may be necessary to maintain its reserves at a level of six months of consumption.

6. Under section 1(b), if the IEA[1] General Trigger emergency procedures have not been activated, Israel would sustain from its consumption a reduction in its oil supplies up to a level of 7% in accordance with applicable IEA Selective Trigger Rules. The United States would thereafter meet any shortfall in Israel's normal requirements. Should the IEA General Trigger emergency procedures be activated, the U.S. Government would make oil available for purchase by Israel in accordance with the IEA General Allocation formula. The formula requires:

(a) demand restraint measures which reduce consumption by 7% or 10% depending on the loss of supplies in the IEA area; and

(b) a proportional drawdown of stocks after imposition of the demand restraint measures.

The United States will keep Israel informed of any changes in the IEA emergency measures and procedures relevant to the MOA and any interpretations thereof.

7. Once the General Trigger is activated, demand restraint for Israel would be calculated using the same base period as that used by IEA countries. The Emergency Reserve Drawdown Obligation (ERDO) for Israel would be calculated using the IEA formula as if Israel has the same reserve obligation as a member nation. The IEA currently requires an emergency reserve commitment for each country equivalent to 90 days of imports for domestic consumption.

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[1] International Energy Agency.

On this basis, an ERDO would be calculated for Israel and, in turn, a supply right derived. Israel's allocation right would be calculated by subtracting available supplies from its supply right. The allocation right would determine the amount of oil to be supplied to Israel under the MOA. The initial supply right would be calculated as of the date of notification under the MOA.

8. After activation, United States and Israeli experts would meet every three months, or more often on request, to review Israel's oil supply situation and its attempts to obtain oil and to adjust Israel's allocation right accordingly. Israel's allocation right would be adjusted to the extent oil is available to Israel under normal procedures. Israel would continue to make its best efforts to secure oil independently in such manner as to reduce or eliminate its dependency on oil made available by the United States under the MOA. When Israel's allocation right is reduced or eliminated, the United States would take appropriate measures to adjust or end its arrangements for oil supply to Israel in an orderly fashion.

9. Although the actual sequence and methods of supply would depend on the conditions existing at the time, the United States affirms that, in its current judgment, the following options are the most practical means of supplying oil to Israel pursuant to sections 1(a) and 1(b) of the MOA:

(a) The United States would first try to use its good offices with other nations and with private companies to arrange for alternative foreign sources of supply for sales to Israel. Price and other terms would be worked out between the supplier and Israel.

(b) If option A is not sufficient, the United States could attempt to buy oil on the world market for resale to Israel at cost. The United States would seek the most reasonably priced oil available.

(c) If there is no other more suitable alternative, the United States currently foresees fulfilling its obligation under the MOA by making oil available to Israel through swaps or direct sale of domestically produced oil.

10. In any of these arrangements the United States will, to the extent possible, take into account the

types of crude oil most suitable to meet Israel's requirement as well as commercial and logistic considerations. It is recognized that the API mix of the oil supplies could cause slight variations in the total amount of oil required.

11. Under the terms of the MOA, the price paid for oil supplied by the United States shall be comparable to world market prices current at the time of transfer. Israel will, in any event, reimburse the United States for the costs incurred by the United States in providing oil to Israel hereunder.

If the United States provides domestic oil to Israel, the price charged would be acquisition cost or the replacement cost, whichever is higher. Replacement cost means the actual cost to the U.S. refiners of replacing oil sold to Israel; if this cannot be precisely determined, replacement cost will be considered to be equivalent to the average cost (C.I.F.) to U.S. refiners of the most expensive 10% of similar quality crude oil imported into the United States.

12. The U.S. Government would make all necessary arrangements with appropriate U.S. agencies and relevant suppliers to implement fully the U.S. commitment to make oil available for purchase by Israel.

13. The United States would keep Israel informed of the progress toward making oil available to Israel. The United States would inform Israel of the arrangements it has made as soon as possible with the objective of enabling Israel to have a ship or ships ready to load when and where the oil becomes available.

14. Arrangements would be made for appropriate participation of United States flag carriers in the transportation of oil from the United States under paragraph 9(c) above. If Israel is unable to secure the necessary means to transport to Israel oil made available pursuant to the MOA, the United States Government would make every effort to help Israel secure the necessary means of transport.

15. In the event of war or damage to Israel's refining capacity or storage installations, to adjust for variations of API gravity crude oil, or for other reasons, Israel may require refined petroleum products. In that event, the United States and Israeli Governments would promptly consult as to the means by which Israel might acquire and transport such products.

16. With regard to security arrangements, the United States and Israel will be prepared to take security precautions normal in such circumstances in their own ports for ships controlled by the other. It is assumed that Israel will work out security arrangements with third country officials to the extent that third country ports might be involved in the Israeli supply line.

17. Quarterly or more frequently upon United States request, Israel shall inform the United States of the quantity, quality, price and other relevant conditions of oil imports into Israel, Israel's requirement for the preceding 3-month period and its forecast for imports and requirements for the next 6-month period.

18. United States and Israeli experts will meet annually or more frequently at the request of either party to review Israel's oil situation in light of prevailing market conditions and to review and if necessary, further develop or modify these contingency implementing arrangements by mutual agreement.

19. These arrangements shall be subject to and interpreted and applied in accordance with the MOA, including paragraph 4 thereof.

20. These arrangements shall apply for an initial period of five years and shall continue to apply for additional periods of three years for the duration of the MOA, unless suspended by either party at the expiry of any period upon written notice at least 6 months prior thereto.

Suspension of these arrangements shall in no way affect the continued validity of the MOA. In the event of suspension, both parties will make every effort to reach renewed agreement on contingency implementing arrangements.

DONE in duplicate, at Washington this seventeenth day of October, 1980.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

FOR THE GOVERNMENT OF ISRAEL: [2]

[1] Edmund S. Muskie.
[2] Yitzhak Modai.

[RELATED LETTER]

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

October 17, 1980

Ambassador Deane R. Hinton
Assistant Secretary for Economic Affairs
Department of State
Washington, D.C.

Dear Deane,

With reference to paragraph 17 of the agreement on the Contingency Implementing Arrangements for the MOA of June 22, 1979, we hereby confirm that the data referred to in the above mentioned paragraph shall include the figure of the total quantity of Israel's oil reserves.

The parties are to agree on the method by which this information will be transferred and stored.

Sincerely,

Dan Halperin
Minister (Economic Affairs)

DH:ht

TURKEY

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Ankara October 24, 1980;
Entered into force November 28, 1980.
With agreed minute
Done at Paris July 23, 1980.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF TURKEY
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO,
GUARANTEED OR INSURED BY THE
UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Republic of Turkey ("Turkey") agree as follows:

ARTICLE I

APPLICATION OF THE AGREEMENT

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Turkey's Debts, signed in Paris on July 23, 1980 among representatives of certain nations, including the United States, and agreed to by the representative of Turkey, hereinafter referred to as the "Minute", the text of which is annexed hereto, the United States and Turkey hereby

agree to consolidate and reschedule certain Turkish debts which are owed to, guaranteed by or insured by the United States or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by five separate agreements (the "Implementing Agreements"), between Turkey and the United States, with respect to PL-480 [1] Agreements and the 1972 arrangement [2] consolidating credits granted to Turkey by the European Fund of the European Monetary Agreement, and between Turkey and each of the following United States agencies: The Agency for International Development, the Export-Import Bank of the United States and the Department of Defense. The Department of Defense will include in its Implementing Agreement amounts which it will pay the Federal Financing Bank pursuant to contracts of guaranty covering Contracts between the Federal Financing Bank and Turkey.

ARTICLE II

DEFINITIONS

1. "Contracts" or "Original Contracts" means those agreements listed in Annex A with maturities falling due during the Consolidation Period.

2. "Debt" means the sum of principal and interest payable with respect to Contracts having an original maturity of more than one year and which were due and unpaid as of June 30, 1980, or which will fall due between July 1, 1980 and June 30, 1981 inclusive. "Debt" does not include "Previously Rescheduled Debt", as defined in paragraph 3 of this Article.

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[2] Not printed.

3. "Previously Rescheduled Debt" means the sum of principal and interest payable with respect to the rescheduling agreements between the United States and Turkey signed on September 21, 1978, [1] and December 11, 1979, [2] which were due and unpaid as of June 30, 1980 and which will fall due between July 1, 1980 and June 30, 1981, inclusive.

4. "Consolidated Debt" means ninety percent of the dollar amount of the debt described in paragraphs 2 and 3 above. "Non-consolidated Debt" means the remaining ten percent of debt described in paragraphs 2 and 3 above.

5. "Consolidation Period" means the period from July 1, 1980 through June 30, 1981.

6. "Interest" means interest on Debt and Previously Rescheduled Debt. Such Interest shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the Original Contracts for each scheduled payment of Debt and shall continue to accrue until the Debt is repaid in full. Interest on Previously Rescheduled Debt shall begin to accrue at the rates set forth in this Agreement on the respective due dates specified in each of the rescheduling agreements cited in paragraph 3 above for each payment on Previously Rescheduled Debt and shall continue to accrue until the Previously Rescheduled Debt is repaid in full. "Additional Interest" shall accrue on due but unpaid installments of principal and interest rescheduled pursuant to this Agreement at the same rate until such amounts are paid in full.

7. "Agency" means: United States Agency for International Development, Export-Import Bank of the United States and the United States Department of Defense.

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[1] TIAS 9361; 30 UST 2723.
[2] TIAS 9783; *ante,* p. 1461.

ARTICLE III

TERMS AND CONDITIONS OF PAYMENT

1. Turkey agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt relating to Debt described in Article II, paragraph 2 above which was due and unpaid as of June 30, 1980, and which amounts to $19.4 million shall be repaid in ten equal and successive semi-annual installments of $1.94 million, commencing on July 1, 1985, with the final installment payable on January 2, 1990.

(b) The Consolidated Debt relating to Debt described in Article II, paragraph 2 above which falls due during the Consolidation Period and which amounts to $219.8 million shall be repaid in ten equal and successive semi-annual installments of $21.98 million, commencing on January 2, 1986, with the final installment payable July 1, 1990.

(c) The Consolidated Debt relating to Previously Rescheduled Debt described in Article II, paragraph 3 above which was due and unpaid as of June 30, 1980, and which amounts to $44.2 million shall be repaid in eight equal and successive semi-annual installments of $5.525 million, commencing on July 1, 1984 with the final installment payable January 2, 1988.

(d) The Consolidated Debt related to Previously Rescheduled Debt described in Article II,

paragraph 3 above which falls due during the Consolidation Period and which amounts to $53.4 million shall be repaid in eight equal and successive semi-annual installments of $6.675 million, commencing on January 2, 1985, with the final installment payable July 1, 1988.

(e) The rate of Interest shall be 3.31 percent per calendar year on the outstanding balance of the Consolidated Debt due to the Agency for International Development, 3.0 percent on the outstanding balance of Consolidated Debt due to the United States with respect to PL-480 agreements, 3 percent per calendar year on the outstanding balance of Consolidated Debt due to the United States with respect to the 1972 consolidation of credits granted to Turkey by the European Monetary Agreement, 8.75 percent per calendar year on the outstanding balance of Consolidated Debt due to, guaranteed by, or insured by the Export-Import Bank of the United States, and 8.25 percent per calendar year on the outstanding balance of Consolidated Debt due to or guaranteed by the Department of Defense. All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 2 and July 1 of each year commencing on January 2, 1981.

(f) A table summarizing the amounts of the Consolidated Debt owed to each Agency is attached hereto as Annex B.

2. Turkey agrees to pay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt related to Debt described in Article II, paragraph 2 above which was due and unpaid as of June 30, 1980, and which currently amounts to $2.2 million shall be repaid in five equal and successive annual installments of $440 thousand commencing on January 2, 1981, with the final installment payable January 2, 1985.

(b) The Non-consolidated Debt related to Debt described in Article II, paragraph 2 which falls due during the Consolidation Period and which amounts to $24.4 million shall be repaid in five equal and successive annual installments of $4.88 million, commencing on July 1, 1981, with the final installment payable July 1, 1985.

(c) The Non-consolidated Debt related to Previously Rescheduled Debt described in Article II, paragraph 3 above which was due and unpaid as of June 30, 1980 and which amounts to $4.9 million, shall be repaid in four equal and successive annual installments of $1.225 million, commencing on January 2, 1981, with the final installment payable January 2, 1984.

(d) The Non-consolidated Debt related to Previously Rescheduled Debt described in Article II, paragraph 3 above which falls due during the

Consolidation Period and which amounts to $5.9 million, shall be repaid in four equal and successive annual installments of $1.475 million, commencing on July 1, 1981 with the final installment payable on July 1, 1984.

(e) The rate of Interest shall be 3.31 percent per calendar year on the outstanding balance of the Non-consolidated Debt due to the Agency for International Development, 3.0 percent on the outstanding balance of the Non-consolidated Debt due to the United States with respect to PL-480 agreements, 3.0 percent per calendar year on the outstanding balance of Non-consolidated Debt due to the United States with respect to the 1972 consolidation of credits granted to Turkey by the European Monetary Agreement, and 8.75 percent per calendar year on the outstanding balance of Non-consolidated Debt due to, guaranteed by, or insured by the Export-Import Bank of the United States and 8.25 percent per calendar year on the outstanding balance of Consolidated Debt due to or guaranteed by the Department of Defense. All interest payable with respect to the Non-consolidated Debt portion shall be payable semi-annually on January 2 and July 1 of each year commencing on January 2, 1981.

(f) A table summarizing the amounts of Non-consolidated Debt owed to the United States and each agency is attached hereto as Annex C.

3. It is understood that adjustments will be made in the amounts of Consolidated and Non-consolidated Debt specified in paragraphs 1 and 2 of this Article by the Implementing Agreements. In part, this will reflect disbursements on Debt during the Consolidation Period. Adjustments shall be made to the scheduled repayments commencing with December 31, 1981, pursuant to this Agreement, to reflect increased interest accrued and due during the Consolidation Period on advances made after the date of this Agreement from Department of Defense guaranteed loans 765-G, 782-G, and 791-G.

ARTICLE IV

GENERAL PROVISIONS

1. Turkey agrees to grant the United States and its Agencies, and any other creditor which is party to an Original Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country for the consolidation of debts covered by the Minute.

2. Except as they may be modified by this Agreement or subsequent Implementing Agreements, all terms of the Original Contracts remain unchanged.

ARTICLE V

ENTRY INTO FORCE

This Agreement shall enter into force upon receipt by Turkey of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

[1] Nov. 24, 1980.

Done at Ankara, Turkey, in duplicate, this 24th day of October, 1980.

FOR THE UNITED STATES OF AMERICA

James W. Spain
Ambassador

FOR THE REPUBLIC OF TURKEY

Nazif Kocayusufpasaoglu
Secretary General of Treasury
and OIEC, Ministry of Finance

ANNEX A

Loan Agreements Subject to Rescheduling

Export-Import Bank

Direct Credit
No.

4411	E 3808	6329
4514	E 4094	6375
4532	E 4224	6469
4587	4575	21092
4637	5083	21399
4893	5134	21403
5047	5931	21415
6172	6056	
E 3827	6143	

Financial Guarantees
Credit No.

FG 5048	FG 21093
FG 6330	FG 21400
EFG 3809	FG 21404
FG 6057	FG 21416
FG 6376	

Rescheduling Agreements

R-29
R-33

Suppliers Credits

BG-9526	Hema Disli
MP-210/MT-11023	Rabak Electrolitik
MP-208/MT-11096	Acar Uluslarasi
MP-207/MT-10749	Karsu Tekstil

P.L. 480

Agreements Dated:

March 16, 1970
January 29, 1971
February 6, 1969
December 5, 1978
April 22, 1980

1972 Arrangement Consolidating Credits Granted to Turkey by the European Fund of the European Monetary Agreement

Treasury Transaction #74002
#782200
#792200

Agency for International Development

Loan Numbers

277-H-043
277-H-074
277-H-093
277-B-001
277-B-002
277-B-003
277-A-020
277-H-033
277-H-035
277-H-036
277-H-042
277-H-044
277-H-048
277-H-049A
277-H-050A
277-H-051
277-H-052
277-H-053
277-H-054
277-H-056
277-H-058
277-H-059
277-H-060
277-H-062
277-H-063
277-H-066
277-H-068
277-H-069
277-H-070
277-H-071
277-H-076
277-H-077
277-H-078
277-H-080
277-H-081
277-H-082
277-H-083
277-H-084
277-H-091
277-H-085
277-H-086
277-H-087
277-H-088
277-H-089
277-H-092
277-H-094
277-K-095
277-A-096R
277-A-097R
277-A-106R
277-A-107R
277-B-108R
277-B-109R
277-H-110R
277-H-111R
277-K-112R
277-K-113R
277-B-098R
277-B-099R
277-H-100R
277-H-101R
277-K-102R
277-K-103R
277-K-104
277-K-105

Department of Defense

Loan Numbers

721 D	771 G	786 D	796 D
731 D	772 G	787 D	797 D
741 D	781 G	788 D	782 G
751 D	791 G	789 D	
752 D	784 D	794 D	
765 D	785 D	795 D	

ANNEX B

Summary of Consolidated Debt*
(Millions of Dollars)

Export-Import Bank	84.3
PL-480	1.8
Treasury Transaction #724002	11.1
Agency for International Development	64.9
Department of Defense	158.8
TOTAL	320.9

* Data are rounded and subject to revision per Article III, Paragraph 3

ANNEX C

Summary of Non-Consolidated Debt*
(Millions of Dollars)

Export-Import Bank	9.3
PL-480	0.2
Treasury Transaction #724002	1.2
Agency for International Development	7.2
Department of Defense	17.6
TOTAL	35.5

* Data are rounded and subject to revision per Article III, Paragraph 3.

[Footnotes in the original.]

ORGANISATION FOR ECONOMIC
CO-OPERATION AND DEVELOPMENT

Consortium/Turkey

AGREED MINUTE ON THE CONSOLIDATION OF TURKEY'S DEBTS

1. The Working Party established within the Consortium, open to all Member countries of the OECD, met in Paris on 17th, 18th and 19th June and 22nd and 23rd July, 1980, under the Chairmanship of M. CAMDESSUS Chef du Service des Affaires Internationales, French Ministry of the Economy.

The Representatives of the Governments of Australia, Austria, Belgium, Canada, Denmark, Finland, France, the Federal Republic of Germany, Italy, Japan, the Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom, and the United States, hereinafter called "the Participating Countries", examined with the Representatives of the Government of Turkey the request for alleviation of that country's external debt service obligations in the light of Turkey's balance-of-payments prospects for the next few years. Representatives of the International Monetary Fund, the World Bank and the Commission of the European Communities also took part in the meeting.

2. The Representatives of the International Monetary Fund described the economic situation of Turkey as well as the major elements of the new economic recovery programme undertaken by the Turkish Government and supported by the standby arrangement with the International Monetary Fund approved by the Executive Board on 18th June, 1980. This arrangement applying to a period of three years beginning on 18th June, 1980 involves specific commitments in both the economic and financial fields.

The Representatives of the Government of Turkey stressed the efforts made by their government in various fields in order to ensure improvement in the economic situation of their country. They explained thoroughly the programme of economic recovery undertaken in January 1980 by the Government of Turkey.

The Representatives of the Participating Countries confirmed their satisfaction with these measures. They stressed the crucial importance attached to the success of this programme which is intended to resolve the structural problems of the Turkish economy and aims especially at allowing a large improvement in the external payments situation of Turkey.

3. Mindful of the acute balance-of-payments difficulties currently faced by Turkey, the Participating Countries have agreed to recommend that their governments or appropriate governmental institutions provide relief for Turkey's external debt through the rescheduling or refinancing of:

(A) on the one hand, for debt not previously rescheduled:

(a) The amounts of principal and interest due and not paid as of 30th June, 1980 on:

- contracts and government loans referred to in paragraph 4 below having an original maturity of one year or less.

- contracts and government loans referred to in paragraph 4 below having an original maturity of more than one year;

(b) The amounts in principal and interest of debts relating to contracts and government loans referred to in paragraph 4 below having an original maturity of more than one year falling due successively:

(i) between 1st July, 1980 and 30th June, 1981 inclusive

(ii) between 1st July, 1981 and 30th June, 1982 inclusive

(iii) between 1st July, 1982 and 30th June, 1983 inclusive.

In the case of payments falling due respectively between 1st July, 1981 and 30th June, 1982 inclusive, and between 1st July, 1982 and 30th June, 1983 inclusive, these provisions will apply under the condition that Turkey has observed the policies set out in the letter of intent dated 2nd June, 1980 or any amendment thereto, and that Turkey has reached no later than 30th June, 1981 and 30th June, 1982 respectively, understandings with the International Monetary Fund on the policy intentions and performance clauses related to the implementation of the standby arrangement up to 17th June, 1983.

Repayment by Turkey of 90 per cent of the corresponding sums will be made in ten equal and successive semi-annual payments beginning:

- 1st July, 1985 for the amounts mentioned in A(a) above.

- 2nd January, 1986 for the amounts mentioned in A(b)(i) above.

- 2nd January, 1987 for the amounts mentioned in A(b)(ii) above.

- 2nd January, 1988 for the amounts mentioned in A(b)(iii) above.

Payment by Turkey of the remaining 10 per cent will be made in five equal and successive annual payments beginning:

- 2nd January, 1981 for the amounts mentioned in A(a) above.

- 1st July, 1981 for amounts mentioned in A(b)(i).

- 1st July, 1982 for amounts mentioned in A(b)(ii).

- 1st July, 1983 for amounts mentioned in A(b)(iii).

(B) On the other hand, for debts previously rescheduled:

(a) The amounts in principal and interest due and not paid as of 30th June, 1980 in respect of bilateral agreements concluded or to be concluded for the implementation of the Agreed Minutes of 20th May, 1978 and 25th July, 1979.[1]

Repayment by Turkey of 90 per cent of the corresponding sums will be made in eight equal and successive semi-annual payments beginning on 1st July, 1984.

Payment by Turkey of the remaining 10 per cent will be made in four equal and successive annual payments beginning on 2nd January, 1981.

(b) With regard to the exceptional payments difficulties which have been stressed by the Turkish Delegation and as an exceptional measure, the amounts of debts owed by Turkey in respect of bilateral consolidation agreements concluded or to be concluded for the implementation of the Agreed Minutes of 20th May, 1978 and 25th July, 1979 and falling due between 1st July, 1980 and 30th June, 1981 inclusive.

Repayments by Turkey of 90 per cent of the corresponding sums will be made in eight equal and successive semi-annual payments beginning 2nd January, 1985.

Payment by Turkey of the remaining 10 per cent will be made in four equal and successive annual payments beginning 1st July, 1981.

4. The debts referred to in paragraph 3(A) above to which this relief will apply are:

(a) on the one hand, commercial credits guaranteed or insured by appropriate bodies of the government of the Participating Countries related to contracts or other financial arrangements concluded before 1st January, 1980.

[1] Not printed.

(b) on the other hand, loans from governments or the governmental bodies of the Participating Countries concluded before 1st January, 1980.

It is agreed however that the debts referred to in this Minute do not include those related to the Special Assistance Action for Turkey undertaken within the framework of the OECD.

5. The Representatives of the Government of Turkey undertook to correct any discrimination among creditor countries as to the fulfilment of payments according to the Agreed Minutes of 20th May, 1978 and 25th July, 1979.

6. The arrangements for the rescheduling or refinancing referred to in paragraph 3 will be established in bilateral agreements to be concluded by each of the Participating Countries with the Government of Turkey on the basis of the following principles:

(a) The Participating Countries will place the relevant amounts at the disposal of the Government of Turkey in proportion to the payments that have fallen due or will fall due during the periods defined above and pari passu with these payments, or will reschedule the corresponding payments.

(b) The rate and the terms of interest to be paid in respect of these financial arrangements will be determined bilaterally between Turkey and each of the Participating Countries.

Each Participating Country is prepared to make its maximum effort to keep the rate of interest applying to each bilateral agreement as low as possible, taking into account the market interest rate of the country concerned and legal and other modalities of each consolidation.

As far as the amounts mentioned in paragraph 3(B) above are concerned, the interest will apply to amounts in principal and contractual interest consolidated in the 1978 and 1979 agreements as well as to post maturity interests resulting from these consolidations fallen due and not paid by the date of the signature of the bilateral agreements implementating this Agreed Minute.

(c) Each Participating Country will effect the consolidation of the external debt of Turkey in accordance with such rules as it will lay down in the bilateral agreements to be concluded and which will involve rescheduling or refinancing according to the circumstances.

7. The Government of Turkey will accord to each of the Participating Countries treatment no less favourable than that which it may accord to any other creditor country for the consolidation of debts of a comparable term.

8. The provisions set forth in paragraphs 3 and 4 do not apply to those countries whose principal and interest payments are less than SDR one million as regards the arrears or the amounts falling due during each of the consolidation periods mentioned in these paragraphs.

9. The Representative of the Government of Turkey stated that their Government will seek to secure from private creditors including banks, rescheduling, financing or refinancing arrangements comparable to those detailed in this Minute, making sure to avoid any discrimination between different categories of creditors.

10. The Representatives of the Government of Turkey informed the Participating Countries of the determination of their Authorities to conclude in the immediate future bilateral agreements, which remained unsigned for the implementation of the Agreed Minute of 20th May, 1978 and 25th July, 1979 as well as those related to the implementation of the present Agreed Minute and to ensure the strict execution of these agreements and of those already concluded.

11. The Representatives of the Participating Countries emphasized the urgency of the question of private non-guaranteed debt, whether or not covered by a governmental agreement. They took note of the undertaking of the Government of Turkey, which is fully aware of this problem, to find without delay, a solution to this problem in conformity with the provisions of paragraph 9 of the Agreed Minute of 25th July, 1979, with prevailing international trade practices and with legislation of each concerned country.

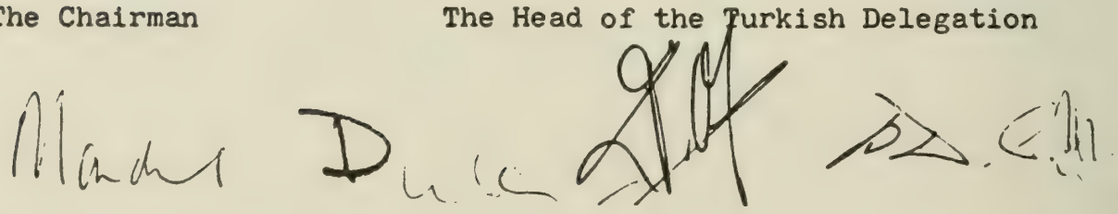
12. The Participating Countries, noting that any previous creditor country reservations on this issue would be respected, agreed to make available, upon the request of another Participating Country, a copy of its bilateral agreement with the Government of Turkey which implements this Agreed Minute. The Government of Turkey acknowledges this arrangement.

13. The Representatives of the Participating Countries and of Turkey agreed to recommend that their governments initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth above.

Done in Paris this 23rd day of July, 1980 in two versions, English and French, both texts equally authentic.

The Chairman

The Head of the Turkish Delegation



The Delegate of Australia

The Delegate of Austria

The Delegate of Belgium

The Delegate of Canada

The Delegate of the Kingdom of Denmark

The Delegate of Finland

The Delegate of France

The Delegate of the Federal Republic of Germany

The Delegate of Italy

The Delegate of Japan

Makoto Kobayashi

The Delegate of the Netherlands

The Delegate of the Kingdom of Norway

The Delegate of Spain

The Delegate of the Kingdom of Sweden

The Delegate of Switzerland

The Delegate of the United Kingdom

The Delegate of the United States

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles

Agreement amending and extending the agreement of June 17, 1977, as amended.
Effected by exchange of notes
Signed at Bucharest July 22 and October 31, 1980;
Entered into force October 31, 1980.

The American Chargé d'Affaires ad interim to the Romanian Deputy Prime Minister and Minister of Foreign Trade and International Economic Cooperation

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 59

Bucharest, July 22, 1980.

Excellency:

I have the honor to refer to the Agreement between the United States of America and the Socialist Republic of Romania relating to Trade in Wool and Man-Made Fiber Textiles, with Annexes, effected by exchange of notes June 17, 1977 as amended [1] ("The Agreement") and to negotiations between our two Governments held in Bucharest June 2-6, 1980. Pursuant to those negotiations, I have the honor to propose that the Agreement be amended as follows:

Paragraph one shall be changed to read, "1. The term of this Agreement shall be from January 1, 1977 through March 31, 1981. The fourth Agreement year shall run from January 1, 1980 through March 31, 1981. During such term, the Government of the Socialist Republic of Romania shall limit exports from Romania to the United States of America to the annual levels specified in the following paragraphs."

His Excellency Cornel Burtica
Deputy Prime Minister and Minister of
Foreign Trade and International Economic
Cooperation
Socialist Republic of Romania

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[1] TIAS 8833, 8924, 9167, 9211, 9646, 9796; 29 UST 568, 2033, 5988; 30 UST 685; 31 UST 4839; *ante*, p. 1692.

The following sentence shall be added to paragraph 2.A), "Non-apparel textile products (category 410-429, 464-469, 610-627, and 665-669) as a group are subject to a designated consultation level of 13 million square yards equivalent for the fourth Agreement year."

The following sentence shall be added to paragraph 2.B), "Within the designated consultation level for the non-apparel group the following categories shall have designated annual consultation levels as follows for the fourth Agreement year:

Category	Consultation Level (SYE)
410	200,000
465	188,750
610	2,500,000
611	2,500,000
612	2,500,000
613	5,000,000
614	1,875,000
666	2,500,000"

The following sentence shall be added to paragraph 2.C), "For the fourth Agreement year, all other categories within the non-apparel group shall be subject to individual consultation levels of 1,250,000 square yards equivalent for each man-made fiber textile category and 125,000 square yards equivalent for each wool textile category."

The following sentence shall be added to paragraph 3.A), "Apparel textile products (categories 431-459 and

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630-659) as a group are subject to a specific limit of 33,950,946 square yards equivalent, for the fourth Agreement year.

The following sentence shall be added to paragraph 3.B), "For the fourth Agreement year, categories not listed in (C) or (D) of this paragraph, the annual consultation levels shall be 875,000 SYE for each man-made fiber apparel category and 125,000 for each wool apparel category."

The following sentence shall be added to paragraph 3.C), "The following categories shall have designated annual consultation levels as indicated for the fourth Agreement year:

Category	Consultation Level (SYE)
433/434	282,500
435/444	470,000
459	187,500
633	1,900,000
634	2,750,000
(634 not knit)	(875,000)
(634 knit)	(1,875,000)
635	1,825,000
643/644 knit	140,625
640	1,500,000
647	1,050,000
648	1,331,250
659	1,937,500"

For the fourth Agreement year, paragraph 3.D) shall be changed to read, "3 D) Categories 443, 638/639, 645/646 and 643/644 (not knit) will be subject to specific limits. The fourth Agreement year level for category 638/639 will be 3,881,856 SYE. The levels for each Agreement year for categories 443, 645/646 and 643/644 (not knit) include the adjustments authorized under paragraph 4 and 5, and are as shown in subparagraph (E)."

The table in paragraph 3 (E) shall be changed to establish the following specific limits for categories 443, 645/646 and 643/644 (not knit), as adjusted, for the fourth Agreement year:

443	112,463 units
645/646	7,250,000 SYE
643/644 (not knit)	344,946 units

If the foregoing proposal is acceptable to the Government of the Socialist Republic of Romania, this note and Your Excellency's note of confirmation on behalf of the Government of the Socialist Republic of Romania shall constitute an Amendment to the Agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

[1]

Charge d'Affaires ad interim

[1] H. Kaiser.

The Romanian Deputy Prime Minister and Minister of Foreign Trade and International Economic Cooperation to the American Ambassador

REPUBLICA SOCIALISTA ROMANIA

MINISTERUL COMERŢULUI EXTERIOR
ŞI COOPERĂRII ECONOMICE INTERNAŢIONALE
CABINET VICEPRIM-MINISTRU AL GUVERNULUI,
MINISTRUL COMERŢULUI EXTERIOR
ŞI COOPERĂRII ECONOMICE INTERNAŢIONALE
Nr. 4063/32 C

31 octombrie 80
Bucureşti _____ 197__

Excelenţă,

Am onoarea să mă refer la Nota Ambasadei Statelor Unite ale Americii la Bucureşti nr.59 din 22 iulie 1980 şi la Acordul în vigoare privind exportul din România în Statele Unite de produse textile din lînă şi fibre chimice şi să confirm în numele guvernului Republicii Socialiste România prelungirea acestui Acord pînă la data de 31 martie 1981 în condiţiile propuse în această notă.

Folosesc acest prilej, pentru a vă asigura de înalta mea consideraţie.

Cornel Burtică

VICEPRIM-MINISTRU ŞI
MINISTRUL COMERŢULUI EXTERIOR ŞI
COOPERARII ECONOMICE INTERNATIONALE

Excelenţei Sale
C.RUDOLPH AGGREY
Ambasadorul Statelor Unite
ale Americii la Bucureşti

TRANSLATION

Socialist Republic of Romania

Ministry of Foreign Trade and International
Economic Cooperation

Office of the Deputy Prime Minister of the Government,
Minister of Foreign Trade
and International Economic Cooperation

No. 4063/32C

Bucharest, October 31, 1980

Excellency:

I have the honor to refer to note No. 59 of the Embassy of the United States of America at Bucharest, dated July 22, 1980, and to the Agreement in force relating to the export from Romania to the United States of textile products of wool and chemical fibers, and to confirm on behalf of the Government of the Socialist Republic of Romania the extension of this Agreement to March 31, 1981 on the conditions proposed in that note.

I avail myself of this opportunity to assure you of my high consideration.

Cornel Burtica

Cornel Burtica
Deputy Prime Minister and Minister
of Foreign Trade and International
Economic Cooperation

His Excellency
O. Rudolph Aggrey,
Ambassador of the United States
of America,
at Bucharest.

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Dated at Washington September 3 and November 3, 1980;
Entered into force November 3, 1980;
Effective April 1, 1981.

The Secretary of State to the Romanian Ambassador

DEPARTMENT OF STATE
WASHINGTON

September 3, 1980

Excellency:

I have the honor to refer to the Arrangement regarding International Trade in Textiles, with annexes, done at Geneva on December 20, 1973 and extended by protocol adopted on December 14, 1977[1] at Geneva (hereinafter referred to as the Arrangement).

I have also the honor to refer to discussions held in Bucharest June 2-6, 1980 between representatives of the Government of the United States of America and the Government of the Socialist Republic of Romania concerning exports to the United States of America of wool and man-made fiber textiles and textile products manufactured in the Socialist Republic of Romania. As a result of these discussions, and in conformity with Article 4 of the Arrangement, I have the honor to propose, on behalf of the Government of the United States of America,

His Excellency

Nicolae Ionescu,

Ambassador of the Socialist Republic of Romania.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.

the following Agreement relating to trade in wool and man-made fiber textiles and textile products between the United States of America and the Socialist Republic of Romania.

1. The term of the Agreement shall be from April 1, 1981 through March 31, 1985. Each "Agreement Year" shall be a twelve-month period beginning on April 1 and continuing through March 31.

2. The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing the Agreement.

For purposes of this Agreement, the following categories are merged and treated as single categories and sub-categories:

Categories Merged	Designation in Agreement	Sub-categories
433;434	433/434	none
435;444	435/444	none
638;639	638/639	none
643;644	643/644	643/644 pt (knit)
		643/644 pt (not knit)
645;646	645/646	none

3. Textiles and textile products covered by the Agreement shall be classified in Groups as follows:

Group I - Yarns

(Categories 400, 600-605)

Group II - Other Non-apparel Products

(Categories 410-429, 464-469, 610-627, 665-669)

Group III - Apparel Products

(Categories 431-459, 630-659)

4. Commencing with the first Agreement Year, and during the subsequent term of the Agreement, the Government of the Socialist Republic of Romania shall limit annual exports from Romania to the United States of America of wool and man-made fiber textiles and textile products to the group and specific limits set out in Annex B, as such limits may be adjusted in accordance with paragraphs 5 and 6. Exports are subject to limits or levels for the year in which exported.

5. (a) During any Agreement Year and within the applicable Group Limits for such Agreement Year as they may be adjusted pursuant to paragraph 6, any Specific Limit (or Sub-limit) set out in Annex B may be exceeded by not more than 7 percent in the case of man-made fiber Categories or 5 percent in the case of wool Categories (inter-category flexibility).

(b) In the case of Categories 443, 643/644 pt. (not knit), and 645/646, the limits in Annex B include all adjustment pursuant to this paragraph.

(c) Adjustments made pursuant to this paragraph are in addition to those pursuant to paragraph 6.

6. (a) In any Agreement Year, in addition to any adjustment pursuant to paragraph 5, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that Agreement year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the

corresponding limit for the succeeding Agreement Year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limits provided, however, that no carryover shall be available for application during the first Agreement Year;

(2) Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits; no carryforward shall be available for application during the fourth Agreement Year;

(3) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

(4) Carryover of shortfall (as defined in sub-paragraph 6 (b)) shall not be applied to any limits until the Governments of the United States of America and the Socialist Republic of Romania have agreed upon the amounts of shortfall involved.

(b) For purposes of the Agreement, a shortfall occurs when exports of textiles or textile products from the Socialist Republic of Romania to the United States of America during an Agreement Year are below any applicable Group and Specific Limit as set out in Annex B. In the Agreement Year following the shortfall, such

exports from the Socialist Republic of Romania to the United States of America may be permitted to exceed the applicable limits, subject to conditions of sub-paragraph 6 (a), by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occurred.

(c) The total adjustment permissible under paragraph 6 for the first Agreement Year shall be 6 percent consisting solely of carryforward.

7. Categories in Groups II and III not given Specific Limits are subject to consultation levels and to the applicable Group Limits. In the event the Government of the Socialist Republic of Romania wishes to permit exports to the United States of America in any category in excess of the applicable consultation level during any Agreement Year, the Government of the Socialist Republic of Romania shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until a mutually acceptable solution is reached, the Government of the Socialist Republic of Romania shall limit exports to the United States of America in the category in question to the consultation level. For each Agreement Year, the minimum consultation level for each category in Groups II and III not given a Specific Limit

shall be 1,000,000 square yards equivalent for man-made fiber non-apparel categories; 700,000 square yards equivalent for man-made fiber apparel categories; and 100,000 square yards equivalent for wool categories. Consultation levels above these stated amounts are specified in Annex C hereto. Products in Group II are subject to a Group consultation level as shown in Annex C.

8. (a) In the event that the Government of the United States of America believes that imports from the Socialist Republic of Romania classified in any Category or Categories in Group I not covered by Specific Limits or by designated consultation levels are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of the Socialist Republic of Romania with a view to avoiding such market disruption. The Government of the United States of America shall provide the Government of the Socialist Republic of Romania at the time of the request with the data which in the view of the Government of the United States of America show: 1) the existence of market disruption, and 2) the role of exports from Romania in that disruption.

(b) The Government of the Socialist Republic of Romania agrees to consult with the Government of the United States of America within 30 days of receipt of the

request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of the request.

(c) During the 90 day period, the Government of the Socialist Republic of Romania agrees to hold its shipments to the United States in the pertinent Category or Categories to a level no greater than 35 percent of the amount entered in the last 12 month period for which data are available.

(d) (1) If no mutually satisfactory solution is reached in consultations, the Government of the United States may establish a specific limit for the Category concerned, the level of which will not be less than the highest of:

(i) The latest 12-month level of exports entered for which data are available, plus 20 percent in the case of man-made fiber categories or plus 6 percent in the case of wool categories.

(ii) The average of the latest two Agreement Years' level of exports entered, plus 20 percent in the case of man-made fiber categories or plus 6 percent in the case of wool categories.

(2) Any Specific Limit established pursuant to this paragraph will increase in succeeding Agreement Years by 7 percent per year in the case of man-made fiber Categories and by 1 percent per year in the case of wool Categories.

9. In accordance with Article 12, paragraph 3 of the Arrangement and subject to the establishment of a mutually agreed upon certification system, Romanian exports of hand-loom fabrics of the cottage industry or hand-made cottage industry products made of such hand-loom fabrics, or traditional folklore handicraft textile products, will not be subject to the provisions of the Agreement.

10. The Government of the Socialist Republic of Romania shall use its best efforts to space exports from Romania to the United States within each Category evenly throughout the Agreement Year, taking into consideration normal seasonal factors. Exports from Romania in excess of authorized levels for each Agreement Year will, if allowed entry into the United States, be charged to the applicable level for the succeeding Agreement Year.

11. The Government of the United States of America shall promptly supply the Government of the Socialist Republic of Romania with monthly data on imports of textiles from Romania, and the Government of the Socialist Republic of Romania shall promptly supply the Government of the United States of America with quarterly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (a) Unless subject to the Agreement relating to trade in cotton textiles between the United States of America and the Socialist Republic of Romania, effected by exchange of notes January 6 and 25, 1978,[1] or to a succeeding agreement on trade in cotton textiles between the two Governments, tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to the Agreement.

(b) Textile products are subject to this Agreement if wholly or in chief value of man-made fiber or wool; and, if wholly or in chief value cotton, textile products are subject to the cotton textile agreement of January 6 and 25, 1978. All other products described in sub-paragraph (a) of this paragraph shall be classified as follows:

(1) Cotton textiles are subject to the cotton textile agreement if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and man-made fiber components.

(2) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.

(3) Man-made fiber textiles if neither of the foregoing applies.

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[1] TIAS 9166, 9211, 9212, 9570; 29 UST 5975; 30 UST 685, 688, 6611.

13. The Government of the United States of America and the Government of the Socialist Republic of Romania agree to consult on any question arising in the implementation of the Agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time on problems which have been the subject of consultations under the Agreement, either Government may, after notification to the other Government, refer such problems to the Textile Surveillance Body in accordance with Article 11 of the Arrangement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement, including differences in points of procedure or operation.

15. If the Government of the Socialist Republic of Romania considers that, as a result of a limitation specified in this Agreement, Romania is being placed in an inequitable position vis-a-vis a third country, the Government of the Socialist Republic of Romania may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of the Agreement.

16. For the duration of the Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraints on the export from Romania of textiles covered by the Agreement.

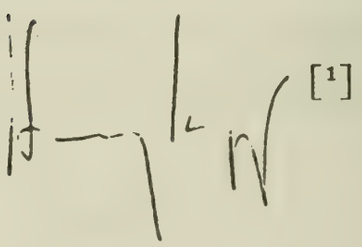
17. The Government of the United States of America may assist the Government of the Socialist Republic of Romania in implementing the limitation provisions of the Agreement by controlling its imports of the textiles covered by the Agreement.

18. Either Government may terminate the Agreement effective at the end of any Agreement Year by written notice to the other Government to be given at least 90 days prior to the end of such Agreement Year. Either Government may at any time propose revisions in the terms of the Agreement.

If the foregoing proposal is acceptable to the Government of the Socialist Republic of Romania, this note and your Excellency's note of confirmation on behalf of the Government of the Socialist Republic of Romania shall constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:



[1]

[1] Harry Kopp.

ANNEX A

Category	Description	Conversion Factor	Unit of Measure
	YARN		
	--Cotton		
300	Carded	4.6	Lb.
301	Combed	4.6	Lb.
	--Wool		
400	Tops and Yarns	2.0	Lb.
	--Man-made Fiber		
600	Textured	3.5	Lb.
601	Cont. cellulosic	.5.2	Lb.
602	Cont. noncellulosic	11.6	Lb.
603	Spun cellulosic	3.4	Lb.
604	Spun noncellulosic	4.1	Lb.
605	Other yarns	3.5	Lb.
	FABRIC		
	--Cotton		
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, n.k.	1.0	SYD

M and B = Men's and Boys'
W, G, and I = Women's, Girls', and Infants
n.k = not Knit

	--Wool		
410	Woolen and worsted	1.0	SYD
411	Tapestries and upholstery	1.0	SYD
425	Knit	2.0	Lb.
429	Other Fabrics	1.0	SYD
	--Man-Made fiber		
610	Cont. cellulosic, n.k.	1.0	SYD
611	Spun cellulosic, n.k.	1.0	SYD
612	Cont. noncellulosic, n.k.	1.0	SYD
613	Spun Noncellulosic, n.k.	1.0	SYD
614	Other fabrics, n.k.	1.0	SYD
625	Knit	7.8	Lb.
626	Pile and tufted	1.0	SYD
627	Specialty	7.8	Lb.
	APPAREL		
	--Cotton		
330	Handkerchiefs	1.7	Dz.
331	Gloves	3.5	DPR
332	Hosiery	4.6	DPR
333	Suit-type coats, M and B	36.2	Dz.
334	Other coats, M and B	41.3	Dz.
335	Coats, W, G and I	41.3	Dz.
336	Dresses (incl. uniforms)	45.3	Dz.

337	Playsuits, Sunsuits, Washsuits, Creepers	25.0	Dz.
338	Knit shirts, (inc. T-shirts, other and sweatshirts) M and B	7.2	Dz.
339	Knit shirts and blouses incl. T-Shirts, other sweatshirts) W, G and I	7.2	Dz.
340	Shirts, n.k.	24.0	Dz.
341	Blouses, n.k.	14.5	Dz.
342	Skirts	17.8	Dz.
345	Sweaters	36.8	Dz.
347	Trousers, slacks, and shorts (outer) M and B	17.8	Dz.
348	Trousers, slacks and shorts (outer) W, G and I	17.8	Dz.
349	Brassieres, etc.	4.8	Dz.
350	Dressing gowns, incl. bathrobes, and beach house coats, and dusters	51.0	Dz.
351	Pajamas and other nightwear	52.0	Dz.
352	Underwear (incl. union suits)	11.0	Dz.
359	Other apparel	4.6	Lbs.
--Wool			
431	Gloves	2.1	DPR
432	Hosiery	2.8	DPR

Category	Description	Conversion Factor	Unit of Measure
--Wool (Cont.)			
433	Suit-type coats, M and B	36.0	Dz.
434	Other Coats, M and B	54.0	Dz.
435	Coats, W, G and I	54.0	Dz.
436	Dresses	49.2	Dz.
438	Knit Shirts and Blouses	15.0	Dz.
440	Shirts and Blouses, n.k.	24.0	Dz.
442	Skirts	18.0	Dz.
443	Suits, M and B	54.0	Dz.
444	Suits, W, G and I	54.0	Dz.
445	Sweaters, M and B	14.88	Dz.
446	Sweaters, W, G and I	14.88	Dz.
447	Trousers, slacks and shorts (outer) M and B	18.0	Dz.
448	Trousers, slacks and shorts (outer) W, G and I	18.0	Dz.
459	Other Wool Apparel	2.0	Lb.
--Man-made Fiber			
630	Handkerchiefs	1.7	Dz.
631	Gloves	3.5	DPR.
632	Hosiery	4.6	DPR.

Category	Description	Conversion Factor	Unit of Measure
-Man-made Fiber (Cont.)			
633	Suit-type Coats, M and B	36.2	Dz.
634	Other Coats, M and B	41.3	Dz.
635	Coats, W, G and I	41.3	Dz.
636	Dresses	45.3	Dz.
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz.
638	Knit Shirts, (Incl. T-shirts), M and B	18.0	Dz.
639	Knit Shirts and slouses (Incl. T-shirts), W, G and I	15.0	Dz.
640	Shirts, n.k.	24.0	Dz.
641	Blouses, n.k.	14.5	Dz.
642	Skirts	17.8	Dz.
643	Suits, M and B	54.0	Dz.
644	Suits, W, G and I	54.0	Dz.
645	Sweaters, M and B	36.8	Dz.
646	Sweaters, W, G and I	36.8	Dz.
647	Trousers, slacks, and shorts (outer), M and B	17.8	Dz.
648	Trousers, slacks and shorts (outer), W, G and I	17.8	Dz.
649	Brassieres, etc.	4.8	Dz

Category	Description	Conversion Factor	Unit of Measure
--Man-made Fiber (Cont.)			
650	Dressing gowns, incl. bath and beach robes	51.0	Dz.
651	Pajamas and other night-wear	52.0	Dz.
652	Underwear	16.0	Dz.
659	Other Apparel	7.8	Lb.
MADE-UPS AND MISC.			
--Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.2	No.
363	Terry and other pile towels	0.5	No.
369	Other Cotton manufactures	4.6	Lb.
--Wool			
464	Blankets and auto robes	1.3	Lb.
465	Floor Covering	0.1	SFT.
469	Other Wool manufactures	2.0	Lb.
--Man-made Fiber			
665	Floor Coverings	0.1	SFT.
666	Other Furnishings	7.8	Lb.
669	Other man-made manufactures	7.8	Lb.

ANNEX B

SPECIFIC LIMITS

(Square Yards Equivalent)

	1st Agreement Year	2nd	3rd	4th
GROUP III	28,000,000	29,960,000	32,057,200	34,301,204
Category 443*	408,100	412,181	416,303	420,465
Category 643/644 pt. (not knit)*	1,325,000	1,417,750	1,516,993	1,623,182
Category 638/639**	3,276,991	3,506,380	3,751,827	4,014,455
Category 645/646*	7,000,000	7,210,000	7,426,300	7,649,089

* includes annual growth and intercategory flexibility (swing)

** includes annual growth; does not include intercategory flexibility (swing)

[Footnotes in the original.]

ANNEX C

DESIGNATED CONSULTATION LEVELS

(Square Yards Equivalent)

GROUP II	12,000,000
Categories:	
410	200,000
465	155,000
610	2,000,000
611	2,000,000
612	2,000,000
613	4,000,000
614	1,500,000
666	2,000,000
GROUP III	
Categories:	
433/434	230,000
435/444	380,000
459	150,000
633	1,600,000
634	2,200,000
634 pt (not knit)	700,000
634 pt (knit)	1,500,000
635	1,700,000
640	1,200,000

Categories:	
643/644 pt (knit)	112,500
647	1,400,000
648	1,065,000
659	1,750,000

The Romanian Embassy to the Department of State

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
WASHINGTON, D. C.

No. 36

The Embassy of the Socialist Republic of Romania presents its compliments to the Department of State of the United States of America and has the honor to refer to GATT agreement regarding international trade with textile products and its addenda signed in Geneva on December 2o, 1973 and extended on December 14, 1977 as well as the note of the Department of State of September 3, 198o containing the proposal for an agreement between the Socialist Republic of Romania and the United States of America concerning the Romanian export of textile products made of wool and chemical fibres to the United States of America.

Further to this note, We have the honor to confirm, on behalf of the Government of the Socialist Republic of Romania, the agreement proposed by the Department of State, on behalf of the Government of the United States of America.

The Embassy of the Socialist Republic of Romania avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

Washington, D.C., November 3, 198o

MEXICO

Trade in Textiles and Textile Products

Agreement amending the agreement of February 26, 1979, as amended.
Effected by exchange of letters
Signed at Washington November 13 and 17 and December 11, 1980;
Entered into force December 11, 1980.

The Mexican Chargé d'Affaires ad interim to the Chief of the Textiles Division, Department of State

Embajada de Mexico

No.:02884

File:

Washington, D.C., November 13, 1980.

Mr. Donald McConville
Chief Textile Division
Department of State
Room 333

Dear Mr. McConville,

With reference to our bilateral agreement on textiles, [1] we wish to bring to your attention that on categories 341, cotton blouses not knitted; 345, cotton sweaters; and 436, which includes woolen dresses we -- have reached levels of exports of over 70%. Therefore, we wish to request that for the time being consultation levels be increased by 13% of the present levels, and if necessary, Mexico would request an additional increase later on for the 1980 agreement year.

Hoping to hear from you soon, I remain,

Sincerely yours,

Florencio Acosta
Chargé d'Affaires a.i.

FA/ljd

[1] Exchange of notes Feb. 26, 1979. TIAS 9419, 9662, 9773, 9839; 30 UST 3643; 31 UST 5127; *ante*, p. 1329, 2306.

The Mexican Chargé d'Affaires ad interim to the Chief of the Textiles Division, Department of State

Embajada de Mexico

No.: 02951

File:

Washington, D.C., November 17, 1980.

Mr. Donald McConville
Chief Textiles Division
Department of State
Room 3333
Washington, D.C. 20250

Dear Mr. McConville,

In reference to our letter dated November 13, 1980 in which we request that the consultation level on three categories (341, 345, 436) be increased by 13% of the present level, we would like to modify the level -- for category 436 by raising it to 30% due to the fact that the previous level requested was insufficient.

Hoping to hear from you, I remain.

Sincerely yours,

Florencio Acosta
Chargé d'Affaires a.i.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Mexican Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

DECEMBER 11, 1980

MR. FLORENCIO ACOSTA BURGUNDER
Chargé d'Affaires, ad interim
Embassy of Mexico
2829 – 16th Street, N.W.
Washington, D.C. 20009

DEAR MR. ACOSTA:

I refer to the Agreement between the United States of America and the United Mexican States relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, effected by exchange of notes February 26, 1979 as amended ("the Agreement"), and to your letters of November 13 and 17, 1980 in which you request on behalf of the Government of Mexico that the consultation level for Category 436 be increased by 30 percent to a level of 130,000 SYE for the 1980 Agreement Year, and that the consultation levels for Categories 341 and 345 be increased by 13% to levels of 1,130,000 SYE and 791,000 SYE respectively for the 1980 Agreement Year.

I am pleased to inform you that my Government agrees to this request, and that your letter and this reply thereto constitute an amendment to the Agreement.

Sincerely,

HARRY KOPP

Harry Kopp
Deputy Assistant Secretary
for Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

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